The Bombay Gazette.

No. 6,958.—New Series. BOMBAY:—TUESDAY, JUNE 30, 1868. Annual Subscription in advance....Rupees Fifty Two.

THE BOMBAY GAZETTE.

TERMS OF SUBSCRIPTION.

For a year in advance, delivered in Town ....Rs.	52 0
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First insertion	7 As. per line.
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Domestic Occurrences, Each—Rupee 1.

DOMESTIC OCCURRENCES.

The Charge for advertising a Domestic Occurrence is One Rupee and the announcement must be authenticated.

BOMBAY.

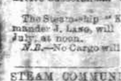
Births.

LUCAS—May 26th, at Dulmore, Teignmouth, England, the wife of Lieutenant Colonel Lucas, Bombay Staff Corps, of a son.

WAGNER—June 23rd, at Dapoolee, S. Konkan, the wife of A. K. Barrad, Esq., C. S., of a son.

SHIPPING.

STEAM COMMUNICATION WITH THE MOKARAM COAST, CEYLON, MADRAS, AND CALCUTTA.



THE BRITISH INDIA STEAM NAVIGATION COMPANY (LIMITED), under Contract with Government, despatch Steamers as above with Mails, Passengers, and Cargo on the following dates:—

Leave Bombay	15	Leave Calcutta	16
„ Carwar	16	„ Bimlipatam	18
„ Cochin	19	„ Vizagapatam	18
„ Tuticorin	20	„ Coconada	19
„ Colombo	20	„ Madras	23
„ Galle	21	„ Pondicherry	24
„ Pondicherry	24	„ Negapatam	24
„ Negapatam	24	„ Galle	26
„ Galle	27	„ Colombo	27
„ Colombo	28	„ Tuticorin	28
„ Coconada	29	„ Cochin	29
„ Vizagapatam	30	„ Carwar	2
„ Bimlipatam	30	„ Arrive Bombay	3
Arrive Calcutta	3		

The Steam Ship "CASHMERE," 1,650 Tons, 200 H. P., Commander R. J. Dickinson, will be despatched on WEDNESDAY next, at noon.

The steamer leaving Calcutta and Bombay on the 15th of the month call at Tuticorin and Colombo.

Passengers for Akyab or Moulmein can proceed by these steamers of the 15th, and tranship to the Rangoon mail steamer, which leaves Madras on the 3rd.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH THE PERSIAN GULF VIA KURRACHEE.

(Interchanging Cargo and Passengers at Bussorah, to and from Baghdad, with the Euphrates and Tigris Steam Navigation Company.)

THE BRITISH INDIA STEAM NAVIGATION COMPANY (LIMITED), under Mail Contract with Government, will despatch a Steamer every 14 days, to the Persian Gulf, touching at Kurrachee, Gundur, Muscat, Bunder Abbas, Lingah, Bushire, Fao and Bussorah.

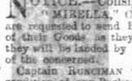
Down.			Up.	
	July.	Augt.		July.	Augt.
Leave Bombay	17	31	Leave Bussorah	12	27
„ Kurrachee	27	11	„ Fao	1	16
	Augt.		„ Bushire	4	18
„ Gundur	28	1	„ Lingah	6	20
„ Muscat	30	4	„ B. Abbas	8	23
„ B. Abbas	33	6	„ Muscat	10	24
„ Lingah	35	7	„ Gundur	12	26
„ Bushire	37	10	„ Kurrachee	15	29
„ Fao	38	11			Sept.
Arrive Bussorah	39	12	Arrive Bombay	10	1

The Steamship "KURRACHEE," 660 tons, 120 H. P., Commander J. Lake, will be despatched on MONDAY, the 13th July, at noon.

N.B.—No Cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH KURRACHEE



THE BRITISH INDIA STEAM NAVIGATION COMPANY (LIMITED), under Mail Contract with Government, and in connection with the Weekly Service from England, despatch a Steamer to Kurrachee every MONDAY at noon.

The Steamship "MARTABAN," 810 tons, 160 H. P., Commander J. Lake, will be despatched on MONDAY, the 6th July, at noon.

N. B.—No Cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

NOTICE.—Consignees of Cargo, per Ship "ABERGELDIE," Captain Musgo, from London, are requested to send Boats alongside to take delivery of their Goods as they come to hand, failing which they will be landed by the Captain at the risk and expense of the concerned.

Captain Musgo will not be responsible for the condition of any Package after it has left the Ship's deck.

STENHOUSE & Co.,
Agents Ship *Abergeldie*.

Bombay, 26th June 1868.

NOTICE.—Consignees of Cargo, per Ship "MIRELLA," Captain Runciman, from London, are requested to send Boats alongside to take delivery of their Goods as they come to hand, failing which they will be landed by the Captain on account and risk of the concerned.

Captain Runciman will not be responsible for the condition of any Package after it has once left the Ship's deck.

Delivery Orders, accompanied with Bills of Lading, to be sent to us for countersignature.

BLACKWELL & Co.,
Agents for Captain Runciman, Ship "Mirella."

Bombay, 17th June 1868.

MESSRS. LINDLEY and WARREN beg to notify that their STUDIO in Apollo Street will be open daily during the rains for PORTRAITS of every description.

JUST LANDED, per *Barderer*, GUINNESS'S STOUT.

In Quarts at Rs. 7 per dozen.
In Pints at Rs. 4-8 do.
No. 6, Bentinck Street, Fort. J. NEUBERG.

RUSSELET & Co.

ESTABLISHED 1833.

CHRONOMETER MAKERS, JEWELLERS OPTICIANS, ENGRAVERS, &c.

No. 6, MEADOW STREET, FORT, BOMBAY.

OVERLAND PASSENGERS.

GENTLEMEN proceeding Home should procure their requirements at BADHAM'S, the Goods will be found suited to the climate and of the most modern style.

REQUIREMENTS FOR THE VOYAGE.

4 Dozen Silk and Wool Shirts.	1 Scarf Ring.
2 „ Linen Collars.	1 Walking Stick.
1 „ Under-Vests.	1 Umbrella.
1 „ Fine White Cotton Socks.	1 Binocular Glass.
1 „ Flan Coured do.	1 Rug with Strap.
1 „ White Cambric Handkerchiefs.	1 Dressing Bag.
1 „ Cashmere do. do.	1 Hand Portmanteau.
1 „ Clothes Bag.	2 Overland Trunks.
1 (one) Overland Suit.	1 Clothes Bag.
2 (two) Sleeping Suits.	1 Opera Hat.
2 (two) Extra Kid Gloves.	1 Travelling Hat.
6 (six) Shirt and Ties.	1 Courier Bag.
Apollo Hosiery.	1 Easy Chair.

BADHAM & Co.

CORRESPONDING FIRM:

BADHAM BROTHERS.

KID GLOVES, "JUST LANDED."

LADIES' Best French Kid Gloves with two buttons in Straw and Grey.

LADIES' Best French White Kid Gloves with black backs.

LADIES' White Kid Gloves. "Make Jouvins."

GENTLEMEN'S Gloves in White, Straw, Grey, Light, and Dark Drabs.

Apollo House. BADHAM & Co.

WHITMORE'S

COMPOUND LINIMENT OF ARNICA.

A specific for the cure of

Rheumatism, Lumbago, Sciatica, Sprains, Contusions Weakness of the Joints, Chilblains, &c.

It is also an excellent remedy as a stimulating application to the surface of the Chest and Back in Bronchitis, Inflammation of the Lungs, Pulmonary Consumption, and Hooping Cough. When the Liver is inactive, rubbed over it, its stimulating properties have a beneficial effect, and in all cases where counter irritation is desirable, it will be found invaluable.

In bottles, large, medium and small.

WILKINSON'S

BRONCHIO-THORACIC LOZENGES.

Prepared from the receipt of an eminent Physician and experience has fully justified their recommendation as the most speedy remedy in Irritation of the Throat, Catharral Coughs, Bronchitis, Incipient Consumption, Spitting of Blood, &c. &c. To public speakers and vocalists they will be found invaluable, as they impart a clear and beautiful tone to the voice. Free from any preparation of Opium, and of a agreeable taste, they are applicable to all.

WHITMORE'S

STOMACHIC DINNER PILLS.

No Pill is ever obnoxious in promoting Digestion, strengthening the Stomach, correcting Acidity, preventing or removing Indigestion, Giddiness, &c., arising from a Costive Habit, Debilitated Stomach, or Torpid Liver.

They regulate a change of Diet, and those of the most delicate constitution may take them with safety.

Taken as an adjunct with WILKINSON'S SARSAPARILLA a right of greatest success.

Prepared only by THOS. WILKINSON, 270, Regent Street, London.

BOMBAY:—

Wholesale and Retail Agents, TREACHER & Co.,
(Medical Hall, Byculla and Fort) Poona.

And of all the principal firms in India and the Colonies.

SHIPPING.

OVERLAND FREIGHT ROUTE.

STEAM TO LIVERPOOL, LONDON, TRIESTE, MARSEILLES, BRINDISI, VENICE, GENOA, HAVRE, ADEN, AND SUEZ.

THE Bombay and Bengal Steam Ship Company (Limited), under arrangements with other first class lines of Steamers from Alexandria, undertake to give through Bills of Lading for Goods via Egypt to the above and most other Continental Ports.

A limited number of Passengers can be accommodated.

RATES OF FARE.

To Suez—1st class £45. 2nd class £25. } exclusive
To Trieste—1st class £54 10s., 2nd class £37 5s. } of Wines.

Steamers leave Bombay on the 20th of each month and Suez on or near the 15th.

For Freight or Passage apply to Messrs. STEPHEN, KENNARD & Co., London; Messrs. TOD, KENNARD & Co., Liverpool; Messrs. TOD, RATHBONE & Co., Alexandria; AUSTRIAN LLOYD'S STEAM NAVIGATION COMPANY, Trieste and Venice, and Messrs. FRAISSINET PERE, & FILS, Marseilles; or to the undersigned in Bombay.

The Steam-ship "GUNGA" 1,300 tons, Captain Rentellow, will be despatched about 20th July.

STEARNS, HOBART & Co.

Bombay, 24th June, 1868.

FOR SALE, by Public Auction, on the 15th proximo, if not sooner disposed of by private sale, the three remaining SCREW STEAMERS belonging to the Bombay and Bengal Steam Ship Company now in liquidation, viz., "KOINA," "NADA," and "MULA." These steamers have been running but a short time, and are well known as vessels of large carrying capacity and good speed, on a moderate consumption of Coal. The steamers will be made over to the purchasers on the termination of their present charter to Government.

"KOINA" built at Middlesbrough, 1st Nov. 1864, by Condlish and Fox.

Register.	Gross tonnage.	Length.	Beam.	Depth.
706·72/100	880	230' 1"	30' 2"	17' 5'

Horse Power. *Draught.*

Nominal.	Indicated.	Light.	Laden.
120	160	11' 6"	15' 6"

Carrying capacity 3,314 Bombay pressed bales cotton. Average consumption of Coal 17½ tons per day. Passengers accommodation 18 first class.

"NADA" built at Newcastle 1863 by Marshall.

Register.	Gross tonnage.	Length.	Beam.	Depth.
716·76/100	880	230' 2"	29' 2"	18' 7"

Horse Power. *Draught.*

Nominal.	Indicated.	Light.	Laden.
100	500	9·9	15·6

Carrying capacity 3,354 bales Bombay pressed Cotton. Average consumption of Coal 17 tons per day. Passenger accommodation 18 First and 10 Second Class.

"MULA" built at Sunderland, 1st Nov. 1864, by Pile, Hay & Co.

Register.	Gross tonnage.	Length.	Beam.	Depth.
548·14/100	600	229' 6"	27' 75"	16' 10'

Horse Power. *Draught.*

Nominal.	Indicated.	Light.	Laden.
110	550	9·9	15·0

Carrying capacity 2,400 bales Bombay pressed Cotton. Average consumption of Coal 16 tons per day. Passenger accommodation 20 First and 6 Second Class.

For further particulars apply to

Bombay, 29th June 1868. STEARNS, HOBART & Co.

WANTED.

WANTED, a COPPER PLATE ENGRAVER. Apply to Manager *Gazette* Press.

NOTICE.—WANTED, for service in the Government Steam Factory, Dockyard, ENGINEERS and FITTERS. Applications, with Copies of Testimonials, to be made to the Superintendent of Marine.

By order of the Superintendent of Marine,
GEO. INGLE, Secretary.

Superintendent's Office, Bombay, 28th April 1868.

HOUSES, &c., TO LET.

TO LET, a BUNGALOW, No. 147 Malabar Hill, recently vacated by C. J. WHYMPER, Esq., Barrister. Apply to REMINGTON & Co., Agents, Land Mortgage Bank of India (Limited).

Bombay, 20th June 1868.

TO BE LET, two OFFICES with GROUND FLOORS in Apollo Street, opposite the Secretariat. The ground floors are well adapted for Shop Rooms, Offices, or Godowns.

For further information apply to Messrs. THOMSON & Co., Chemists, Apollo Street.

TO LET, on Malabar Hill, the property of the Bombay Reclamation Company, Limited, (in Liquidation)—

House No. 1, lately occupied by J. P. Green, Esquire, Barrister. Rent Rs. 350 per month.

House No. 7, lately occupied by Mr. F. Chambers. Rent Rs. 80 per month.

Also that large and commodious House and premises in the compound adjoining the House at present occupied by W. Gilbert, Esquire. Rent Rs. 400 per month.

JAMES G. SMITH,
JAMES RANKEN, } Liquidators.

Elphinstone Circle, 4th June 1868.

TO BE LET, the following PROPERTIES, viz.:—

An airy Bungalow (Nepean Lodge) at Malabar Hill, formerly occupied by Mr. H. W. G. Lawson.

The First and Second Storeys of Sassoon Building, in Marine Street, Fort.

The First and Second Storeys of Sassoon Building, in Marine Lane, Fort.

The First and Second Storeys of the House No. 16, in Apollo Street, Fort.

The Upper Rooms of Dady Building, in Meadow Street, formerly occupied by the Office of Mr. Manisty, Solicitor of the High Court, and now white-washed and thoroughly repaired.

One Godown in Dady Building, in Meadow Street.

Apply at the Office of Messrs. DAVID SASSOON & Co.

Forbes Street, 12th June 1868.

NOTICES.

NOTICE is hereby given that the CONTRACT for the right of REMOVAL of SAND, STONE, MUD, KUNKUR, &c., from the sea shore and creeks in the several Talookas of the Tanna Collectorate for the period of one year, viz., from 1st August 1868 to 31st July 1869 will be put upto AUCTION at the Collector's Office, Tanna, on WEDNESDAY the 15th July 1868.

The Conditions of Contract will be made known at the time of sale. J. W. ROBERTSON, Acting Collector.

Tanna, Collector's Office, 27th June 1868.

BOMBAY RECLAMATION COMPANY, LIMITED (In Liquidation).—NOTICE is hereby given that the following PROPERTIES will be submitted for SALE by PUBLIC AUCTION (on an early date) unless previously disposed of privately:—

1. MALABAR HILL PROPERTY—measuring about 1,64,962 square yards, has been laid out in 17 building sites, in 7 of which there are large well-built Dwelling-houses with Stabling, &c. Will be sold as a whole or in separate lots.

2. CHOWPATTY PROPERTY—measuring about 7,419 square yards, which belonged formerly to Mr. DADABOY BYRAMJEE, and is registered in the Books of the Collector of Bombay as No. ——.

3. GIRGAUM PROPERTY—measuring about 18,358 square yards, at present used as the Company's Storeyard. There are a substantial Dwelling-house and several large Godowns in this property.

4. COLABA PROPERTY—measuring about 5,364 square yards, together with the large Dwelling-house &c., thereon, at present occupied by Mr. CURSETJEE FURDONJEE.

Offers for the above Properties will be received by the undersigned, from whom all necessary information can be had on application.

JAMES G. SMITH,
JAMES RANKIN, } Liquidators

Elphinstone Circle, 16th March 1868.

EAST INDIA PRESS COMPANY (LIMITED).—NOTICE is hereby given that a SPECIAL GENERAL MEETING of the SHAREHOLDERS of the above Company will be held at the Office of the Secretaries and Treasurers, on MONDAY, the 6th day of July, for the purpose of confirming the following Special Resolutions passed at the adjourned Special General Meeting held this day at 2 P.M.:—

That the Directors be and they are hereby authorised and empowered to re-issue at par so many of the Shares which shall have been forfeited for the benefit of the Company as may be necessary to pay the debts and provide for the working expenses of the Company, not exceeding in all 55 (fifty-five) Shares, upon the following terms and conditions:

1st.—That the holders of such Shares shall receive, for a period of four years from the date of the re-issue of such Shares, an annual Dividend of 12 per cent in priority to the Shareholders of the Company, (the said Dividend being secured by the income derived from the lease of the Company's Presses) but in the event of the profits of the Company permitting of a larger Dividend than 12 per cent per annum being declared, then the holders of such Shares shall participate in such profits rateably with the other Shareholders of the said Company in lieu of receiving the said PREFERENCE Dividend of 12 per cent.

2nd.—That in the event of the Company being wound up within four years from the date of the re-issue of such Shares, then the holders of such Shares shall be paid the value of their said Shares at par, or have the option of participating in the assets of the said Company rateably with the other shareholders.

3rd. That the holders of the above Shares shall be entitled to mortgage of the property of the Company for the term of four years, to secure the performance of the foregoing conditions, but at the expiration of the said term of four years the mortgage shall be cancelled, and all the Shares of the said Company shall be held on equal terms and conditions.

4th. That Messrs. Framjee Tamboljee and Gungadass Keordass be elected Auditors of the Company for the ensuing year at a remuneration of Rs. 50 each in the place of Messrs. G. A. Barrett and Jehangirbar Rustomjee Modi, who retire. And it is to pass the following Special Resolution:—That Messrs. BRASSER MANEKJEE and NARRONJEE MOOLJEE be elected Directors of the Company in the place of Messrs. SORABJEE BASTHA and YUSSOUFJEE PRAMJEE, resigned.

By order,
ALEX. C. BRICE & Co.,
Secretaries and Treasurers.

East India Press Company, Limited.

Bombay, 1 Nesbit Lane, Fort, 20th June 1868.

NOTICES.

IRON SHIP COMPANY, LIMITED, (In Liquidation).—A FOURTH DISTRIBUTION of ASSETS, Rs. 150 PER SHARE, will be PAYABLE at our Office on and after the 30th instant.

CAMPBELL, MITCHELL & Co.,
Agents to the Liquidators Iron Ship Company, Limited.

Bombay, 29th June 1868.

NOTICE.—All persons having Claims on, or being indebted to the Estate of the late J. HUTCHINS SMITH, Esq., Assistant Engineer G. I. P. R., are requested to communicate with the undersigned within thirty days from this date.

A. F. DOBBS.

Jail. Supt. of Railways H. H. Nizam's Dominion Gulburgah, 26th June 1868.

GOA COFFEE COMPANY, LIMITED, (In Liquidation).—NOTICE is hereby given that a FIRST and FINAL DISTRIBUTION of the ASSETS of the above Company, at and after the rate of FOURTEEN RUPEES, TWELVE ANNAS, and FOUR PIES per SHARE, will be PAYABLE to the Shareholders on and after SATURDAY, 4th July 1868, at the Office of the London, Asiatic, and American Company (Limited).

Share Certificates must be produced at the time of application.

A. E. ASHLEY, } Liquidators Goa Coffee
J. E. BUCKLEY, } Company (Limited).

REFUND OF EXTRA PREMIUM.

ALBERT LIFE ASSURANCE COMPANY,

ASSURANTS who have paid EXTRA PREMIUM for active service in Abyssinia are requested to send their Policies to the undersigned for Endorsement and refund of Extra Rate as it has been decided by the Head Office in London that the ordinary Tabular Premium was sufficient for the risk incurred.

By authority,
D. McL. SLATER,
Secretary for Western India.

Bombay, 2nd June 1868.

VICTORIA SPINNING COMPANY (LIMITED).—NOTICE.—An ADJOURNED EXTRAORDINARY GENERAL MEETING of the SHAREHOLDERS of the abovenamed Company, will be held at the Offices of the Company, No. 14, Apollo Street, Bombay, on MONDAY, the 6th day of July, proximo, at 2 P.M., for the purpose of passing the following Special Resolution:—

That the Articles of Association of the Company be amended by adding after Section 10 of the said Articles the following Section:—"The Board of Directors shall have full power and authority to buy, sell, take on lease, or lease land or buildings in Bombay for the purposes of the Company; and also to mortgage or pledge all or any of the land, buildings, and property of the company, or otherwise to raise money for the purposes of the Company in such manner and at such interest as they may deem expedient for the benefit of the Company, or otherwise, as occasion shall require; and also to enter into and execute all such proper Deeds, Covenants, and Assurances under the common seal of the Company as may be necessary for effectuating all or any of the purposes aforesaid."

By order of the Board of Directors,
CASSUMBHOY DHURUMSEY.
Secretary, Treasurer, and Agent.

Bombay, 27th June 1868.

TRAVANCORE PUBLIC WORKS DEPARTMENT.—TO MASONRY CONTRACTORS.—Tenders are required for constructing about 13,000 cubic yards of Masonry in various Bridges and Culverts throughout the 1st Section of the Peermade Ghat Road, extending from Cotyam to the Moondakoyom River, a distance of about 72 miles.

These Masonry Works are intended to replace the present temporary timber structures. The road for the above length has in every other respect been completed for some years, and is in excellent condition.

The Masonry will consist chiefly of laterite which can be procured at convenient distances abutting upon the road.

Parties tendering must state the *rate per cubic yard* at which they would undertake the work. Also the probable time occupied in its completion. The specified rate must include excavation for foundations and all other work whatsoever.

Sealed Tenders must be delivered on or before the 15th July next, addressed to "The Acting Chief Engineer, Travancore Government, Trivandrum, from whom copies of the Tender and all other information can be obtained by letter prepaid.

The Sirkar reserves power to reject the lowest or any Tender.

T. M. HARDY JOHNSTON, M. I. C. E.,
Acting Chief Engineer.

NOTICE.—PORT CANNING LAND, INVESTMENT RECLAMATION AND DOCK COMPANY (LIMITED).—In compliance with a Requisition made in writing, and dated the 31st day of March last, signed by the required number of SHAREHOLDERS holding the required number of Shares, as provided for by Section 48 of the Articles of Association of the Company, which Requisition has been submitted to the Directors of the Company requesting them to convene an EXTRAORDINARY GENERAL MEETING of the SHAREHOLDERS to consider the acts of the Directors relative to the late Secretaries and Mr. Schiller, and to decide as to the legality of the action at law now being proceeded with against those Gentlemen, and also to consider such other matters as may be brought before them and in accordance with the opinion of the Advocate General taken upon the question, as to the length of time that should be allowed in the notice convening the Meeting, and which opinion is as follows:—

"As I read the 48th Section, the word 'convens' must "be taken as equivalent to give notice of and consequently "a Meeting need not actually be held within 21 days from "the date of the requisition, the time named in the notice "should be reasonable, and considering that the object of "fixing that time at three months would be to give every "registered Shareholder an opportunity of recording his "vote on a matter of vital importance, I think three "months would be an unreasonable time, it would give "the opportunity of communicating with absent Share-"holders and obtaining their proxies."

An EXTRAORDINARY GENERAL MEETING of the SHAREHOLDERS is hereby convened to be held at the Royal Exchange, Corner of Dalhousie and Bankshall Street, Calcutta, on FRIDAY, the 17th day of July next, at noon for the purposes stated in the above Requisition.

By order of the Directors,
W. A. SHEPPARD,
Provisional Secretary.

Calcutta, 17th April, 1868, No. 6, Bankshall Street.

PORT CANNING LAND, INVESTMENT RECLAMATION, AND DOCK COMPANY (LIMITED).—NOTICE is hereby given that the THIRD ANNUAL GENERAL MEETING of SHAREHOLDERS will be held at the Registered Office of the Company, No. 6, Bankshall Street, on FRIDAY, the 17th day of July next, on the close of the proceedings of the Extraordinary General Meeting called at noon on that date for the purpose of receiving the Directors' Report, passing the Accounts made up to the 30th April 1868, and transacting such other business as may be brought before the Meeting. By order of the Directors.

W. A. SHEPPARD,
Provisional Secretary.

Calcutta, No. 6, Bankshall Street, 19th May 1868.

A SAVING OF ONE RUPEE IN THREE.—Messrs. ROGERS & Co. beg to call the attention of up-country residents and the public generally to the infinite saving which may be effected by obtaining their requirements at this establishment.

Being anxious to bring the winding up of their business to a speedy close, Messrs. Rogers and Co. have decided on making a further reduction in their prices, and are now prepared to allow a discount of 33 per cent, or 5 annas, off each rupee for ready cash purchases.

The advantages which these terms offer require no comment, as they must be apparent to all.

The subjoined list embraces only a few of the many articles Rogers and Co. have on hand, but intending purchasers who may favour R. & Co. with a list of their wants will be furnished with a memo. of cost, approximate charges for packing, transit, &c.

33 PER CENT DISCOUNT.

O'Connell's Fencing Bottles in double and single boxes. Requisites for the Sick Chamber and Nursery, Fuller's Patent Earth in tins, Puff Boxes and Puffs, Toilet and Violet Powders, Nursery Lamps, Robbs' Biscuits, DeChaisnan's Pepsine Wine, Robbs' L'Affecteur, De Jongh's Cod Liver Oil, Widow Welch's Pills, Condy's Fluid, Macdougall's Powder, Murray's Specific, Hockin's Seidlitz, Dr. Lazarus's Essence Chiretta, a few copies of Bull's "Maternal Management of Children," Cox's "Companion to Medicine Chest" and "First Help in Accidents," Gon Powder (an infallible cure for Ringworm), Ozonised Water, Maccassar Oil, Rowland's Odonto, Lavendar Water, French Soaps, Petroline Soaps, Candles in 25 lbs. boxes, Toilet Bottles, Flower Vases, Fancy Clay and Briar Pipes, Cherry Stems, Cigarette Moulds (Paper), and Mouth Pieces, Tobacco Cutters, Ash Trays, Loysell's Coffee Urns, Hallier's Cigars (5 to 50 the), Volunteer Cups for travelling, Air Tight Tin Boxes, Travelling Baths with cover, lock, and key, Medicine Chests, Spectacles, Eye Glasses, Magnets very powerful, Cork Steeping for Insect Boxes, Glass Paper of sorts, Seltzogenes for making Soda Water, Lozenges of sorts, Perfumery, Shuttlecocks and Battledores, Cricket Bats and Balls, Gun Metal and Steel Quoits.

Portable sets of Amputating Instruments, Surgeon's Pocket Cases, Endescopes, Hydrocele Instruments, Tooth Instruments, Field and Spiral Tourniquets, Caustic Outhetters, Stethescopes, Dressing and Curved Scissors, Leg and Arm Splints, Abscess Lancets, Surgeon's Needles, Silver Suture Wire, Ligature Thread, Brass Ear Enemas, Savory and Moore's Eye and Ear Douches, Artificial Eyes, Atropized and Calabarized Gelatine, Crutches, Scale Cord, Pellicard Mortars, Pill Boxes, Graduated Glass Measures, Funnels, &c. &c.

Medicine Chests fitted up on most moderate terms.

R. & Co. would particularly beg to call the attention of Messrs. Importers of Wine, and Manufacturers of Aerated Waters to their immense stock of Corks, suitable for bottles of every size.

They would also invite the notice of Wholesale Buyers to the following Stores, which they will supply at special quotations according to quantity:—

Stoppered and Common Bottles of every description, Richer Ice Ice Machines, Bridge's Sarsaparilla, Holloway's Pills and Ointment, Hockin's Seidlitz, Perfumes by Violet and Lubin, Fancy Soaps in great variety.

A small consignment of Light Breakfast Claret, which requires no recommendation beyond the Vintner's name, J. J. Sordes.

A Banker's Safe, measuring 6ft. by 4ft, by 2ft., well worthy the attention of Merchants.

A Palanquin Shigram in good order.

Also, two covered light spring Vans, with patent axles, perfect hammer, excellent and safe conveyances for goods during the monsoon weather.

Four sets of Harness for the above, never been in use.

Outstation orders must be accompanied by a remittance.

ROGERS & Co.

12, Rampart Row, Bombay, 4th May 1868.

NOTICES.

THE MAHARAJA of EEDHUR desiring to have a STONE BRIDGE made across the HATTMUTHEE RIVER at Ahmednuggur in the Mhyee Kantha, TENDERS are invited for the BUILDING.

Work to commence immediately after the Monsoon.

Applications to be made to the undersigned.

S. C. LAW,
Major, Acting Political Agent.

Sadra, 22nd June 1868.

NOTICE.—As the business hitherto carried on by us at No. 12 Meadow Street, Bombay, is now being wound up, all Creditors of the Firm and all Debtors thereto are requested to forward their Claims, accompanied by Vouchers, and pay their Debts respectively to Mr. THOMAS RANDALL, at his Office, Parsee Bazaar Street, Fort, Bombay, within fifteen days hereof.

WALTER & Co.

Bombay, 18th June 1868.

WESTERN INDIA SHIP COMPANY (In Liquidation).—NOTICE is hereby given that a GENERAL MEETING of the Registered Shareholders of this Company will be held at the Office of the undersigned, No. 5 Meadow Street, on THURSDAY the 2nd July next, at 3 o'clock in the afternoon, for the transaction of the following business, viz.—

1. To receive and consider, the Liquidators' final Report and Accounts.

2. To pass a Resolution to the effect that the Company is duly wound up in terms of Act —— of 1866.

VOLKART BROTHERS, Liquidators.

No. 5 Meadow Street, Bombay, 27th May 1868.

MRS. HERN,

3, MEADOW STREET, FORT, BOMBAY,

Has always on hand a large and fashionable stock of MILLINERY,

BONNETS, HATS, FEATHERS, FLOWERS, TRIMMINGS, DRESSES, BALL DRESSES, &c., &c.,

and is prepared to execute

WEDDING, MOURNING,

AND OTHER ORDERS.

Up-country Orders must be accompanied by a Remittance or satisfactory reference.

MOULE & Co.'s PATENT EARTH CLOSETS.—The undersigned have landed a consignment of these CLOSETS and now invite purchasers for them.

The invention entirely does away with all the unmentionable nuisances attached to the employment of the Commode now in general use in India, and are, in short, invaluable. The Government of India have presented Mr. Moule with £500 in token of their high appreciation of the invention. *Times*—*Vide*.

Early application is desirable.

Apply to CUTLER, PALMER & Co., Bombay.

Now Ready.

GUIDE TO CANDIDATES FOR THE STAFF CORPS—N. I. BRANCH.

A Complete Series of Questions and Answers on every branch of the above Test.

A Book equally indispensable to Examiners and Examinees.

BY

CAPTAIN N. B. THOYTS,
Acting Brigade Major, Ahmednuggur.

Interleaved with plain paper Price..... Rs. 3 0
Free by post ..... Rs. 3 4
Rampart Row. THACKER, VINING & Co.

NOTICE.—MRS. LAKE begs to intimate that she has removed the whole of her Establishment from "UXBRIDGE HOUSE," Byculla, to POONA, *for the season*.

All Orders will be carefully executed as heretofore if addressed,

MRS. LAKE,
29 Civil Lines,
Poona.

Orders must be accompanied by a Remittance or Reference for payment in Poona or Bombay.

June, 1868.

NOTICE.—P. GRANT & SON, Saddlery Establishment, No. 1, Meadow Street, Bombay.

With reference to the NOTICE which appeared in the *Times of India* and *Bombay Gazette* during the fall of last year, regarding the contemplated closing of our Business, we beg to inform our Friends and the Public in general that circumstances over which we had no control have occurred, causing us to continue the same.

P. GRANT & SON, in returning thanks to their kind Constituents for past favours, solicit a continuance of that support which they have received for the last twenty-five years, and beg to assure them that all Orders entrusted to them will be punctually attended to.

P. GRANT & SON have just received their usual supply of SADDLERY, &c., which is now open for inspection.

22nd April 1868.

METAL MART, BOREE BUNDER.—Jenning's Patent Tip up Lavatory Basins with self-closing Supply Valves.

Shand and Mason's Hand Fire Engines.

Suction and Delivery Hose.

Galvanised Strand Wire Fencing.

Galvanised Corrugated Iron, Nos. 20, 22, and 24.

Cast Iron, Wrought Iron, and Lead Pipe.

Leather Belting.

Steam and Hand Cranes, Winches, Blocks and Chain.

Bar and Plate, Angle and T. Iron.

Cast, Sheer, and Blister Steel.

Steam Engines.

Contractors', Engineers', and Joiners' Tools.

Ornamental Iron Works.

Estimates given for all kinds of Iron Work and Machinery. W. NICOL & Co.

THOMSON & Co.,

CHEMISTS, DRUGGISTS, &c.,

22, APOLLO STREET.

(*Opposite the Secretariate.*)

MR. G. B. THOMSON (for the last four years Manager of the Byculla Establishment of Messrs. ROGERS & Co.) begs to inform his friends, and the Public of Bombay and the Mofussil, that he has opened an establishment as above, and trusts by personal care and attention to business, moderation in charges, and the superior quality of all articles supplied to merit a share of the Patronage. Physicians and Surgeons prescriptions entrusted to our care will be dispensed under our immediate superintendence with the best, and purest of Medicines.

Drugs, Chemicals, Genuine Patent Medicines.

Select Assortment of Perfumery.

Medicine Chests, Dietetic preparations of all kinds for Children and Invalids regularly received Overland to ensure their freshness.

Perfumery, Soaps and Cosmetiques from the best French and English Manufacturers.

Orders from Outstations carefully attended to and forwarded with despatch. As Messrs. T. & Co. live on the premises they will personally attend to all Medicines urgently required during the night.

CLARENDON FAMILY HOTEL, (Ness-bit Lane, Byculla).—The present Proprietor who has just purchased the property and effects belonging to the CLARENDON FAMILY HOTEL, Bombay, takes this opportunity of inviting the attention of the Gentlemen who have heretofore patronised the Hotel, and of the public in general, to the vastly extended comforts and advantages which the Hotel, under the new management, affords to sojourners and residents in Bombay.

The present proprietor, in undertaking the business of the Hotel, has no aim to immediate profit, but he will endeavour steadfastly to give the Hotel "a local habitation and a name" among a far wider circle than that in which it may hitherto be known. He has cheerfully made large sacrifices to carry this intention into effect. He trusts that the House will be found worthy of support if that the execution does not fall short of the design.

The idea of "home comforts" and of the ease, free from restraint, which one enjoys at "home," has seldom been associated with Indian Hotels. The proprietor hopes that the present management of the Clarendon Family Hotel will remove this reproach as far as that Hotel is concerned. With this end in view, he will be happy to receive on most reasonable terms as many permanent residents at the Hotel as can be received without interfering with the intention to make it a home for each and all.

The proprietor has had experience in the management of an Hotel for a number of years, and having studied the wants of European gentlemen, he is in a position to make his Hotel all that he promises to make it. Being constantly on the premises and attending to everything in person, he may assure his patrons that nothing that may conduce to their comfort and convenience shall be left unattended to.

The Clarendon Family Hotel possesses, among others, the following advantages:—

The Hotel premises are finely situated in the vicinity of the Byculla Railway Station, while the rooms are lofty and airy, without an obstruction in any direction from buildings in the neighbourhood.

An extensive and beautiful Garden, such as no other Hotel in Bombay can boast of, surrounds the premises, the grounds in the front and rear being spacious and laid out at considerable expense and with great taste.

An abundant supply of Vehar water is available in all parts of the Hotel.

The servants have been selected with care and judgment, and all are men of experience in their profession.

The proprietor will spare neither trouble nor expense to make the table attractive at all times. The supplies will be procured from traders of the highest respectability, whose position is a sufficient guarantee for the genuineness and excellence of their goods.

In fine, the proprietor begs to draw attention to the following taken from a large number of testimonials regarding his Hotel.

TESTIMONIALS.

Perfectly satisfied with the Hotel, the civility, and extremely obliging conduct of Mr. Framjee.

HUGH ROSE, G.C.B.,
Commander-in-Chief..

I have found the Clarendon Hotel comfortable, and the establishment very attentive.

R. NAPIER, K.C.B.,
Commander-in-Chief.

I have been here for some days on four occasions. The Proprietor and his people are particularly civil and attentive. The Hotel is quiet, and clean, and there are no objectionable persons admitted. I should strongly recommend travellers giving it a trial.

R. F. MOORE, Lieut.-Col.

Mr. & Mrs.

COMMERCIAL INTELLIGENCE.

SHARE MARKET.

MONDAY AFTERNOON.

Messrs. Jons advanced from 135 to 750; Bank of Bombay shares from 125 to 127; New do. from 19 to 20 premium. Elphinstones close at 770; New do. 780; Colabas 1,175; Port Cannings 340 per share. Government Securities: Fours 94½, Fives 109, Fives and a half 114. Market steady.

BOMBAY BILL AND STOCK LIST.

BANKS.

Subscribed capital.	Nominal Value of sh.	Paid up	Dividend.	Names.	Rates
	Rs.	Rs.	per sh.		
2,140,000	1,000	1,000	7	Bank of Bengal ..	1780½ per sh.
1,045,000	500	500	.....	Bank of Bombay..	126 per share
1,000,000	500	500	.....	Ditto Ditto New..	20 pct prem.
1,000,000	250	150	.....	Bombay Pers. Bank	101 per share
2,000,000	200	200	.....	Bombay Trading & Banking Association	58 per share
2,000,000	100	100	.....	Brokers Banking Company ..	63 per share
1,000,000	250	250	nil	Central Bank ..	10 per share
800,000	200	200	5	Chartered Bank of India A. & China	200 per share
800,000	200	25	12½	China Bank ..	0½ per share
700,000	250	250		Chartered Mercantile Bank of India London & China ..	270 p ct prem.
1,000,000	250	250	12	Comptoird' Escompte Paris ..	Nominal.
1,000,000	200	500	9	Delhi and London..	No quot.
500,000	500	200	.....	Indian Peninsular London & China Bk.	16 per share
3,750,000	200	1,000	9	Madras Bank ..	63 per cent
1,000,000	250	125	8 p. ct.	National Bank of India ..	182
500,000	250	250	12	Oriental Bank ..	435 per share
	100	200	.....	Royal Bank of India	81 per share
	200	250	.....	General Bank ..	68 nominal.

FINANCIAL ASSOCIATIONS.

.....	400	100	15	Bengal Credit Mob	75 per share
1,000,000	400	130	.....	Financial Assc. of India and China	62 per share

SHIPPING COMPANIES.

500,000	5,000	3,500		Bombay Ship Co ..	1,400 pr shar
380,000	2,500	2,500	.....	S. Coast and River Steam Nav. Co ..	200 per share
300,000	5,000	3,500	28	Bombay and Bengal Steam-ship Co	2,425 per share
150,000	4,000	2,500	.....	Prince of W. Ship Co	1,600 per share
150,000	500	500	.....	Virgo's Patent Ship & Foundry Co ..	85 per share
	1,000	3,000	.....	Union Shipping Co.	
		250	Limited	..	100 per share

EXCHANGE.

On	Terms.	Rate.
London Banks..	6 months' sight.	1s. 11⅛d. to 1s. 11⅜ 16d.
Do. Credits..	6 Do.	do.... 1s. 11 9/16d. to 1s. 11¾d.
Do. Documents..	6 Do.	do.... 1s. 11¼d.
Calcutta	At sight	.. 99⅞
Do.	30 days' sight..	98¾
Do.	60 Do. do. ..	98⅛
China.. ..	60 days' sight..	214¾

GOVERNMENT SECURITIES.

Government Securities ..	..	..	6 per cen
Mercantile Bills..	..	$	do.
Four per cent. Co's ..	.. 1835-36	..	} 94½
.. ..	.. 1842-43	..	
.. ..	.. 1854-55	..	
Five per cent. Co.'s Rs. Loan	1856-57	..	103
Five per cent. Public Works Loan	1854-55..	..	109
Five and half per cent.	..	..	114

BANK OF BENGAL.

Government Securities ..	..	..	7 per cent.
Mercantile Bills ..	..	..	10 do.

PRICES OF BULLION, &c.

Sovereigns each ..	..	..	.. Rs. 10-9
Bank of England Notes	..	..	 10-4
Spanish Dollars ..	..	..	 225
Carolas ..	..	..	 220
Mexican Dollars ..	..	..	 220
German Crowns ..	..	..	 210
Five-Franc Pieces..	..	..	 203
Bar Silver ..	..	..	 208-8
Gold Leaf ..	..	..	 15-4
Bar Gold 10 oz. English	..	..	 10-9

DAILY COTTON MARKET REPORT.

BOMBAY, 27TH JUNE.

				Per Candy.
Comrawuttee } Akola .. }	..	New	..	.. 235 to 245
Broach ..	..	..	..	.. 235 to 240
Dholleras .. } Bhownuggur }	..	..	..	.. 252 to 255
Veeravalli ..	..	..	..	.. 215 to 230
Vingorla..	..	..	..	.. 235 to 236
Dharwar Sawginned	..	..	..	.. 245 to 250
Khandeish .. } Barsee .. }	..	..	..	.. 230 to 255
Ready Sales	...	...	...	375 Candies.
For delivery	...	...	...	,,
Market active.				

NEW BANK OF BOMBAY, LIMITED.

STATEMENT of the affairs of the Bank, on 27th June 1868.

LIABILITIES.

Proprietors' Capital paid up	Rs. 49,68,425
General Treasury Balance	,, 54,32,922
Deposits at Head Office	,, 1,68,85,164
Deposits at Branches	,, 11,16,304
Bank Post Bills outstanding	,, 16,421
	Rs. 2,84,19,236

ASSETS.

Loans at Head Office and Branches on Government Security	Rs.	1,68,183
Credit Accounts at do.	,,	6,31,944
Bills Discounted at do.	,,	35,95,768
Dead Stock	,,	4,65,587
Stamps	,,	5,795
Balances with Agents & Correspondents	,,	28,44,308
Government Securities	,,	25,39,330
Government Reserve, Cash	,,	14,32,922
Cash & Currency Notes at Head Office	,,	1,55,45,967
Do. do. at Branches	,,	11,86,472
	Rs.	2,84,19,236

CALCUTTA COMMERCIAL, JUNE 23.

Government Securities.—Several sales of 4 per cents. were reported, to-day, from Rs. 25,600 to 1,500, at Rs. 5-4, 5-3, 5-2 and 5-1 discount. 5 per cents. of 1855-57 were bought. Investors, at Rs. 9-14 and 10-0 premium. 5½ per cents. continue by in demand, and some heavy amounts changed hands at Rs. 4-12 and 4-14 premium.

6 per cent. Municipal Debentures were purchased, for orders, at Rs. 6-0 premium.

A good number of Bank of Bengal shares changed hands at Rs. 1,787½.

National Bank shares continue in demand; all that could be obtained at Rs. 130 were readily bought up, and in the afternoon a transaction of 50 shares was reported at Rs 133.

People's Bank shares were also in demand, two small lots realized Rs. 34, and 35, and towards the afternoon there was a buyer in the market without finding any seller.

12 shares in the Bonded Warehouse Association obtained Rs. 510 each, exclusive of dividend.

Another small lot of Great Eastern Hotel Co.'s shares was purchased, for an order, at Rs. 130, exclusive of dividend.

Bengal Tea Co.'s fully paid-up shares obtained Rs. 99 each.

East India Tea Co.'s shares sold at Rs. 37½.

MILITARY.

ARRIVALS.—JUNE 29.

Schneider, Brigadier General, Bombay Army, on duty, from Abyssinia.
McRae, Captain, Staff Corps, on duty, from Abyssinia.
Annesley, Captain, Transport Train, on duty, from Abyssinia.
Stretfell, Lieutenant, Transport Train, on duty, from Annesley Bay.
Nimmo, Captain, 28th Regiment N. I., on leave, from Neemuch.
Owen, Major, 3rd Regiment N. I., on duty, from Abyssinia.
Kennedy, Captain, 3rd Regiment N. I., on duty, from Abyssinia.
Yates, Lieutenant, 3rd Regiment N. I., on duty, from Abyssinia.
Batty, Assistant Surgeon, 3rd Regiment N. I., on duty, from Abyssinia.
James, Lieutenant, Staff Corps, on duty, from Abyssinia.
Swanson, Captain, Field Commissary of Ordnance, on duty, from Abyssinia.

DEPARTURES.—JUNE 29.

James, Lieutenant, Staff Corps, on duty, to Poona.
Burchanan, Lieutenant, 6th Regiment N. I., to rejoin, to Ahmedabad.
Loch, Lieutenant Colonel, 3rd Light Cavalry, on duty, to Poona.
Moore, Captain, 3rd Light Cavalry, on duty, to Poona.
Willoughby, Lieutenant 3rd Light Cavalry, on duty, to Poona.
McDowell, Assistant Surgeon, 3rd Light Cavalry, on duty, to Poona.

SHIPPING.

DAILY FREIGHT REPORT.—29TH JUNE.

Port.	Cotton.	Seed.
To London	£2 0s. 0d.	£1 10s. 0d.
,, Liverpool	£1 15s. 0d. to £2 0s. 0d.	£1 0s. 0d.
By Overland Route	.....	£4 10s. 0d.
To China	Rs. 5 to 6 per bale.	....
,, Mauritius	Rs. 1½ per bag.	....

ARRIVALS.

Date.	Vessel.	Commander.	From.
June	Sophia Joachim	Singer	Annesley Bay, June 8
	Equator	Hoekert	London, Feb. 16.
	J. C. Stetson	Stetson	Liverpool, March 18.
	Anglo Indian	Gleen	London, March 8.
	Dilharree	Bissel	Annesley Bay.
	Koorria Mooria	Pike	Annesley Bay.
	Oriental (s)	Hutchinson	Annesley Bay.
	[illegible]nian (s)	Miller	Annesley Bay.
	[illegible]	Fraser	Annesley Bay.
	[illegible]	[illegible]es	Liverpool, Feb 28.
	[illegible]	Wilson	Liverpool, Feb 22.
	[illegible]	Bonfellow	Shields, March 1.
	Egeria	Burns	Suez.
			Annesley Bay.

DEPARTURES.

Vessel.	Commander.	Destination.
[illegible]chant	Stewart	Liverpool.
[illegible]	Campbell	Liverpool.
[illegible]	Sewell	Hongkong.
[illegible]	Sellick	Calcutta.
[illegible]	Watt	Gopalpoor
[illegible]gan	Sanders	Kurrachee.

[illegible]VIDENCE.

[illegible]ndon, Dr. on 15th March, off the [illegible]s, by the ship *Magna Charta*, [illegible] in lat. 0-14 S. long. 25-36 E.

[illegible] obtained their port clearances

[illegible]ers, to Calcutta.
[illegible]ay, to Port Natal.

[illegible]s, to Liverpool, to sail to-morrow. [illegible] load yesterday.

NEW ADVERTISEMENTS.

WANTED, for Adjutant's Office 10th Bengal Lancers, an ENGLISH WRITER. Liberal Pay. Discharge granted if required on departure of Regiment from Malligaum. Apply to ADJUTANT of Regiment, Malligaum.

ESTATE OF CANJEE DEWJEE, TOOLSEYDASS DEWJEE, and others, formerly trading as KESSOWJEE CHUTTOOR.—The half-yearly account of the liquidation of the above Estate has been filed in the Office.

Bombay, 29th June 1868. W. ADAMS, Managing Trustee.

WANTED, EIGHT STEADY and INTELLIGENT MEN as INSPECTORS in the Commissariat Department. Salary RUPEES FORTY per mensem. Apply to the undersigned personally.

L. M. DAVIES, Major, Deputy Assistant Commissary General, in charge Abyssinian Branch, Commissariat Depot, Colaba.

Colaba, 29th June 1868.

TO BE LET, from the 15th instant, a LARGE COMMODIOUS HOUSE in Meadow Street, Fort, at present occupied by the Royal Bank of India, either for a Banking Establishment or a Residence. For Rent and other particulars apply to Messrs. JEWANJEE EDULJEE'S SONS, No. 1, Meadow Street, Fort.

Bombay, 29th June 1868.

GREAT INDIAN PENINSULA RAILWAY COMPANY.—NOTICE.—1ST CLASS MONTHLY TICKETS (not transferable) will during the Monsoon be issued at Boree Bunder and Byculla, to Poona and back, at RUPEES ONE HUNDRED each. These Tickets are available any day during the month of issue.

W. KNOX, General Traffic Manager.

General Traffic Manager's Office, Bombay, 29th June 1868.

THE BOMBAY AND BENGAL STEAM SHIP COMPANY (LIMITED).—Steam Ship "GUNGA," having arrived with Cargo ex "MEMPHIS," which left Liverpool 25th ultimo, Consignees are requested to present Bills of Lading, together with Custom's Private Manifest, at the Office of the undersigned, and take delivery of their Goods at the Boree Bunder.

STEARNS, HOBART & Co.

Bombay, 26th June 1868.

NOTICE.—Consignees of Cargo, per Ship "EQUATOR," Captain HOCKERT, from London, are requested to send Boats alongside to take delivery of their Goods as they come to hand, failing which they will be landed by the Captain on account and risk of the concerned.

Captain HOCKERT will not be responsible for the condition of any Package after it has once left the Ship's deck.

Delivery Orders, accompanied with Bills of Lading, to be sent to us for countersignature.

HORMUSJEE & JAMSETJEE, Agents for Ship *Equator*.

Bombay, 29th June 1868.

NOTICE.—EASTERN INSURANCE COMPANY (IN LIQUIDATION).—A FIFTH DISTRIBUTION OF the ASSETS of this Company, at the rate of RUPEES ONE HUNDRED and FIFTY (Rs. 150) per Share, will be payable at the Offices of the London, Asiatic, and American Company, Limited, on and after THURSDAY, the 2nd July 1868, upon production of Share Certificates properly endorsed.

A. E. ASHLEY, HEERJEE JEHANGEER, } Liquidators Eastern Insurance Company.

Bombay, 29th June 1868.

NOTICE TO OWNERS and PURCHASERS OF LAND ON THE ESPLANADE.—Government having been pleased to transfer to me the official duties hitherto performed by the Architectural Improvement Committee of Bombay, with reference to the adoption and passing of Designs for the proposed Buildings on the Esplanade, it is hereby requested that Owners and Purchasers of Government Land who may be desirous of erecting Buildings thereon, and those also who wish for information or advice with reference to their Buildings in course of erection, will be good enough to forward their designs and correspondence for such Buildings to me, in future, instead of to the Committee named above, with the view of obtaining the final approval and sanction of Government thereto.

WALTER PARIS, Architect to Government.

Bombay, Pendalls, 29th June 1868.

NOTICE.—WANTED, four COMPETENT PERSONS to fill the following SITUATIONS in the Executive Commissariat Office at Aden:—

1 Clerk, salary Rupees 60 per mensem, and grain compensation.
1 Ditto, salary Rupees 40 per mensem, and grain compensation.
1 Inspector, salary Rupees 30 per mensem, and grain compensation.
1 Shroff, capable of writing and reading English, salary Rupees 40 per mensem, and grain compensation. He will be required to furnish 2 securities to the extent of 1,500 Rupees.

Applications with Testimonials to be addressed to the Executive Commissariat Officer at the Presidency.

C. F. KEAYS, Captain, Executive Commissariat Officer, Presidency.

Bombay, Executive Commissariat Officer, 29th June 1868.

NOTICE.—Owing to the very crowded state of the SHEDS on the Town Custom House Wharf at present, several complaints have been made to the Commissioner of Customs, of want of sufficient accommodation. In many cases this is owing to Merchants not clearing out their Goods from the Custom House before the expiration of the liberal time allowed them for keeping Goods on the Wharf free of charges. The Commissioner of Customs therefore requests that Merchants landing Goods at the Town Bunder will have the goodness to keep them in the Sheds for as short a period as possible. Such Goods should be removed from the Custom House, especially at this season of the year, before the expiration of the days allowed free of charges, so that Shed accommodation may become available to all. Should any further complaint be received on this subject the Commissioner hereby gives notice that he will be compelled to take steps under the powers vested in him by Section 189 of Act VI. of 1863 to put a stop to the unnecessary inconvenience caused to the trade of the Port.

L. REID, Acting Commissioner of Customs.

Bombay Custom House, 27th June 1868.

NOTICE is hereby given that the SECOND ORDINARY GENERAL MEETING of the COLABA COMPANY, LIMITED, will be held at the Registered Office of the Company, Elphinstone Circle, on FRIDAY the 17th day of July at 4 o'clock P.M., to transact the following business:—

1. To receive the Directors' Report and Statement of Accounts to 30th June 1868, and to sanction the declaration of a dividend.
2. To appoint two Directors in the place of two of the present Board who retire by rotation.
3. To appoint Auditors for the ensuing year and to fix their remuneration.
4. To sanction the applications of certain Shareholders in the United Victoria and Colaba Reclamation and Pier Company, Limited, to grant them Shares in the Company in lieu of shares in the United Victoria and Colaba Reclamation and Pier Company, Limited, forfeited for non-payment of Third Call.

The Transfer Books of the Company will be closed from the 3rd proximo until after the Meeting.

By order of the Board of Directors, REMINGTON & Co., Secretaries and Treasurers.

Bombay, 29th June 1868.

NOW READY.

THE SECOND EDITION OF THE INDIAN TRAVELLERS' GUIDE FOR JUNE.

PRICE—EIGHT ANNAS.

THE second edition contains the alterations in the time of running of the trains on the G. I. P. Line, which came in force on the 15th inst., and also the B. B. & C. I. alterations, which came in force on the 8th inst.

CONTENTS:—

MAP OF INDIA.
Index to Railway Stations
Index to Places by Steamer and Dak
Introduction
RAILWAY TIME TABLES:—
Great Indian Peninsula Railway
Bombay, Baroda, and Central India Railway
Jubbulpore Extension Railway
Scinde Railway
Punjaub Railway
East Indian Railway
Eastern Bengal Railway
Calcutta and South Eastern Railway
Great Southern of India Railway
Indian Branch Railway
Delhi Railway.
Madras Railway
STEAM NAVIGATION COMPANIES:—
P. and O. Co.
Bombay and Bengal S. S. Co.
Messageries Imperiales
Austrian Lloyds
Rajpootana and Tigris Steam Navigation Company
British India Steam Navigation Company
Bombay Coast and River Steam Navigation Company
China Steamers
Indus Steam Flotilla
Punjaub Steam Flotilla.
Irrawady Flotilla
India General Steam Navigation Company.
DAK COMPANIES:—
Agra and Nasick Mail Carts
Bombay and Central India Transit Agency.
North Western Dak Company
Inland Transit Company.
Purneah and Darjeeling Transit Company.
David's Horse Carriage Dak
Delhi and Umritsar Dak
Punjaub and North Western Company
Commercial Transport Association Company
Authorized rates of Carriage in the Punjaub.
Victoria Horse Dak.
Oudh Horse Dak Company.
ROUTES BY STEAMERS.
ROUTES IN THE BOMBAY PRESIDENCY, &c.
ROUTES IN THE CENTRAL PROVINCES.
LIST OF TRAVELLERS' BUNGALOWS ALONG THE TRUNK ROADS OF WESTERN INDIA
May be had at all Railway Stations and of the following AGENTS:

Bombay and Poona:—Messrs. Ghesson and Woodhall.
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THE BOMBAY MUNICIPAL RECORD.

(PUBLISHED WITH THE CO-OPERATION OF THE MUNICIPAL COMMISSIONER OF BOMBAY.)

The first two parts of the Record have now been published, and the third part is in course of preparation and will be published in a few days.

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SHEWSHANKER GOVINDRAM v. THE JUSTICES.
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Memorandum on the Disposal of Sewerage in Bombay
Dr. Hewlett's observations on Captain Liernur's System.
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Letter—The Municipal Commissioner to the Secretary to Government.
Report by Mr. McConochie on Pneumatic Sewerage.
Extract from Minutes of the Hague Town Council.
Extract from Letter from Mr. McConochie.

The third part will contain the Municipal Commissioner's Report for 1867; Tabular Statements of the Municipal Accounts; Dr. Hewlett's Annual Health Report; Mortuary Tables; Mr. Russel Aitken's Annual Report; Government Finding on the Wet Dock Question; Mr. Rawlinson's Report on the Main Drainage Scheme.

The fourth part will contain the Proceedings of some Mofussil Municipalities.

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The Proprietor of the "BOMBAY GAZETTE" PRESS having leased (among other privileges) from the Great Indian Peninsula Railway Company, and the Bombay, Baroda, and Central India Railway Company, the exclusive right of Advertising at all the Railway Stations belonging to these two Companies, is prepared to contract with parties desirous of posting Notices, or Advertisements on the lines.

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Bombay Gazette Press, 1868.

POSTAL NOTICES.

OVERLAND MAILS.—The Overland Mail, per P. and O. Co.'s steam packet, will be closed on TUESDAY, June the 30th at 2 P.M.; the after-packet at 3 P.M. After-packet letters will have to be forwarded unpaid, a stamp is affixed to the letter in addition to the postage. Registered letters will be received until 1 P.M. The latest hour for posting at the everal Branch Post Offices is 1 P.M.

CHINA MAIL.—The Post Office Packets for Ceylon, Penang Singapore, and Hongkong, per P. and O. Company's steamer will be closed on FRIDAY, the 26th June, at 9 A.M. A packet for late letters will be kept open, on payment of the usual fee, until 10 A.M.

Registered letters will be received until 6 P.M. of the previous day.

DESPATCH OF MAILS FROM BOMBAY.

	Date of Departure.	*Mail closes.*	*After-packet.*
OVERLAND MAIL,	... June 30th.	2 P.M.	3 P.M.
Mauritius	... ,,	,,	,,
China Mail	... ... ,, June 26th.	9 A.M.	10 A.M.
Ceylon	... ... ,,	,,	,,
Penang	... ... ,,	,,	,,
Singapore..	... ... ,,	,,	,,
Hongkong	... ... ,,	,,	,,
AUSTRALIAN COLONIES..	July 10th.	,,	,,
Cape of Good Hope	... ... ,,	,,	,,
Natal	... ... ,,	,,	,,
Reunion	... ... ,,	,,	,,
St. Helena	... ... ,,	,,	,,
Muscat	... ... 4th & 17th.	Noon.	Noon.
Persian Gulf	... ... ,,	,,	,,
Bussorah	... ... ,,	,,	,,
Bagdad	... ... ,,	,,	,,
Malabar Coast & Calcutta..	1st & 15th.	,,	,,
Kurrachee	... ... 12 hours after the arrival of the Overland Mail.		

OVERLAND MAILS.

THE dates of departure of the Overland Mails from Bombay during 1868 are at present fixed as follows, China and Australia:—

Tuesday	June 30	Tuesday	Sept. 29
,,	July 7	,,	October 6
,,	,, 14	,,	,, 13
,,	,, 21	,,	,, 20
,,	,, 28	Saturday	,, 31
,,	August 4	,,	Nov. 7
,,	,, 11	,,	,, 14
,,	,, 18	,,	,, 21
,,	,, 25	,,	,, 28
Tuesday	Sept. 1	,,	Dec. 5
,,	,, 8	,,	,, 12
,,	,, 15	,,	,, 19
,,	,, 22	,,	,, 26

CHINA MAILS.

June	26	October	2
July	10	,,	16
,,	24	,,	30
August	7	November	13
,,	21	,,	27
September	4	December	11
September	18	,,	25

AUSTRALIAN MAILS.

July	10	October	30
August	7	November	27
September	4	December	25
October	2		

Mauritius and Cape of Good Hope Mails are forwarded with Australian Mails to Galle.

IN consequence of the alterations in the departure of the Mail Trains on the lines of the G. I. P. & B. B & C. I. Railways, the following changes will take place on and after the 8th and 15th June 1868, in the hours of closing of Mails at the General Post Office.

	Ordinary Letters and Papers.	After Packet Letters.	At Branch Post Offices.
For Post Towns on the N. E. Line of the G. I. P. Railway, for Khandeish, Malwa, Berar, Central Provinces, Punjab, N. W. Provinces and Bengal	11 A.M.	12 Noon.	10 A.M.
Do. on the S. E. Line of the G. I. P. Railway, for Poona, the Deccan, S. M. Country and Madras Presidency	12 Noon.	1 P.M.	11 A.M.
Do. on the S. E. Line of the G. I. P. Railway, as far as Poona, also for Ahmednuggur and Seroor	8 A.M.	.....	5 P.M. of previous day.
Do. on the B. B. & C. I. Railway, for Guzerat, Kurrachee Scind, Kattiawar and Kutch	6-30 A.M.	7½ A.M.	5 P.M. of previous day.
Do. in Southern Concern, for Penn, Nagoma, Mhar, Khed, Dapoolee, and Rutnagherry	6 A.M.	.....	5 P.M. of previous day.

Registered Letters and Bhanghy Parcels for despatch by all Mails will be received, except on Sundays, from 7 to 8 A.M., and from 12 noon to 5 P.M.

The Bombay Gazette

TUESDAY, JUNE 30, 1868.

THERE has seldom been a period in the reign of the present sovereign when it was so preeminently desirable that the influence resulting from her personal popularity should not be found wanting. Such an influence may be likened to the delicate oil, which mechanists apply to the finer cog wheels of a machine. By its aid the complicated and seemingly opposing movements are carried on with smooth precision, the apparently antagonistic forces blending into a harmoniously working whole, tending towards a common end; without it, the dust settles, and the rust corrodes, and upon the momentary cessation of the action of one, ensues confusion among the whole. So with the Constitution. There may be divers antagonistic interests at work; the Lords and the Commons, Episcopacy and Dissent, peace-mongers and war-mongers, those who would be ever changing and experimentalising, and those who are content to rest and be thankful, may all be working towards different points; but, in the Queen, the emblem of their common political faith, have they ever a rallying point, round which to strive also towards a common end. Take away this rallying point, and the whole gets out of gear at once—diminish its influence, and you diminish the general harmony of purpose, which its rightful influence secures. That the Queen's influence has been seriously diminished by her persistent avoidance of her public duties, as apart from those of the Cabinets, there can be no reasonable questioning; that the old strong love, which her youth built up for her so abundantly in the hearts of the English nation, is still alive, and capable of being revivified, is equally as true, but so also is the opinion, that each such abandonment of her royal functions, such as is implied in this migration to Scotland at a period so singularly ill chosen, adds another layer to that indifference, which is gradually withdrawing her people's love from her. Practically, an affection for the sovereign which is case-hardened, is equivalent to the total absence of any affection. And, moreover, with a personage so exalted, it is not easy to maintain a neutral feeling. Not to revere, or love, is almost to dislike. The matter hardly admits of a passive feeling. Nor, as in other countries, of partisan feelings. She is the nation's property, as it were, not a clique's. In other lands, to hate one's ruler, is to declare oneself a factionist; just as to love one's ruler, is equally to declare oneself. In England, the sovereign is the possession of no faction; the affection of the nation for the throne is like a great wave, moving to or fro, with a universal motion. Cause it to decline, and the throne is left dry: stimulate its flow, and the whole body sets in a flood tide around it. Whoso causes such a decline, inflicts a blow upon the Constitution, which affects it throughout its entire limits. That the Queen has inflicted such a blow, by her prolonged relegation to others of the functions of her office, and her palpable aversion to her capital, will not be recorded in her favour when the history of her eventful reign comes to be written. And it is the more noticeable, seeing that it is whimsy, rather than ill health, which causes her to do this. A broken constitution appeals to the comprehension and sympathy of all; an undying grief, *i. e.* a grief that overmasters all sense of policy and duty, that is given way to, and hugged, till it has become a habit; till temporary disinclinations become confirmed prejudices; and a decent retirement from public life grows into an obstinate seclusion, tantamount to an express abdication; a grief, we say, such as this, does not readily appeal, or at any rate, continue to appeal, to the sympathy of an unromantic mind. There are other widows, say they, who have as greatly suffered, and yet they still strive at the oar of duty, and fight against a sorrow, which may gnaw with equal bitterness at their hearts. Scarcely a day passes, but somewhere in our land, a woman has to weep for her dead husband, and, what is more, to tremble for her future bread. In India, how often have young wives had to turn away from the dreary grave-yard, wherein the husband they had wedded but a little while before lay dead; dying so that he would never see his child; dying so that she had to turn from the grave all but penniless, and set her face towards her distant home, with the future dismally blank before her, and but such a tiny speck of bygone happiness behind, to set in balance against all that was to come? And yet heavy burdens such as this have been borne. Surely, exalted as she is, the Queen, surrounded by a family, for whom she has no anxiety, and by duties to distract her which might allay a deeper grief than her's might strive against this absorbing sorrow for one who, in the fulness of his time passed quietly away, earlier than many men, but yet peacefully; still in such sort, that it could not be said his life was fortuitously shortened, as in the case for example of the late Bishop of Grafton. Grief is always selfish, as we know; and it is a selfishness which others are wont to bear kindly with. But there is a point beyond which sympathy cannot follow; and we say it with all respect, that the grief of the Queen of England has outlived the sympathy, and is pressing hard upon the patience of the English people.

The hour chosen by Her Majesty to close the busy period of publicity which she consented to face, at the commencement of the season, was peculiarly infelicitous. The country was excited; an acrimonious political contest was going on, the results of which, as affecting one of the great pillars of the Constitution, none could well foresee; her ministry were in a position of extreme peril; her own name had been freely imported into the debates; and it was at any moment likely that she would be called upon to decide upon a most critical question. And then, not to Osborne, or Windsor, not (which would have almost stifled criticism entirely,) to Ireland, does she hurry away; but, direct from her capital, at the height of the social, commercial, and political season, in the face of all the arguments tending to dictate an opposite course, she hurries away to a highland glen, six hundred miles from London, which possesses no earthly interest to any one but herself; and which is as inaccessible to communication from the busy world without, of which she forms so important a constituent as could very well be. That, in the face of this, and urged forward by the profound dissatisfaction which it has excited, it is hardly a matter for wonder, that Mr. Rearden should have availed himself of his independent parliamentary position, to give open expression to the whispers which were running throughout society. It is not probably too much to say, that a great majority of the public do believe that her own and the nation's interests would be best consulted by her formally abdicating her functions in favour of the heir-apparent; and we might even go further, and add, that her doing so would occasion but very moderate regret. We question whether there has ever been an example of a sovereign so entirely isolating herself as has the Queen of England during the last seven years, and yet retaining a large share of popularity and affection among the people. On the continent, the sovereigns are usually the most familiar to the public of all the notorieties in their capital. Daily in the streets and public resorts, always before the eyes of their subjects in some public occupation, people barely consider it to be necessary to mention that they have seen the sovereign, when they happen to do so in the streets. In London scarcely ten *per cent* of the people have ever seen the Queen, or even her equipages; and those who do occasionally do so, consider it a novelty so great as to warrant a special mention to all their friends. Our last Exhibition, the Queen never visited; during that of Paris, London alone, of the great capitals, remained unvisited by the heads of the three great powers. Aldershott and Portsmouth seldom see her; Woolwich, Ascot, and Hyde Park never. Her hospitalities are done by deputy hosts; her courts presided over by her children, her parliamentary functions relegated to the Lord Chancellor; public ceremonies, of a more popular, because of a less formal character, are mainly presided over by the Prince of Wales, while four-fifths of her dominions remain entirely unvisited by her, and her retreat is situated on one of the most inaccessible and unknown spots in the Kingdom. Where, then, is the wonder that her popularity wanes?

WE have to acknowledge receipt of a copy of the "Nautical Almanac Circular, No. 11" from Mr. Chambers, Superintendent of the Government Observatory at Colaba. It relates to the solar eclipse which is to take place on the 18th August, and contains a map "of the path of the total phase, from Aden to Torres Straits," prepared at the request of the Astronomer Royal. It gives also the statistical data from which the map has been constructed. The eclipse, we find, will be total on the western side of India between latitudes 15 deg. 33 min., and 17 deg. 38 min., and on the eastern side between latitudes 15 deg. 17 min., and 17 deg. 13 min. Bombay is more than a degree north of "the path," so that to us the eclipse will be only partial. Goa, again, is just outside the extreme southern limit. Dewgurh, on the coast, is very favourably situated for observations; and so are Kolapoor, Beejapoor, Muktal, and other places inland, and Masulipatam and Kistnah on the eastern coast of India. The Adenites, too, will entirely lose sight for a few minutes of the sun they d

the Bench you are here in a somewhat peculiar light—that is, you have only to take notes of what passes and nothing further?

Mr. Prentis—I may also wish to submit some questions to the Commission that they may be put to the witnesses.

The President—We are very anxious that justice should be done to all parties in this enquiry, and if you wish to have questions put we shall be happy to hear your application; but at present we do not decide whether you have any right to put questions. We give no decision either one way or another, for it would place the Commission in a very embarrassing condition if we were to allow all questions that might be asked. If we allowed every one affected to be represented at this enquiry by counsel, the enquiry might never be terminated, for there are debtors, besides directors, and others who might desire to be represented. I think you may rest satisfied with the assurance that if you have questions you desire to put we will consider them and allow them to be asked if we think it advisable to do so.

Mr. Prentis asked if the Commission would allow him to instruct counsel to attend if he thought it necessary.

The President—You had better wait before applying to be represented by counsel. I say nothing about it one way or other, whether an application of that kind will be allowed. As occasion arises you can apply.

The Commissioners then proceeded to examine gentlemen who could throw light upon the different transactions of the Bank.

Mr. John Stuart, being sworn, deposed—I was appointed as accountant of the bank in 1840, became secretary and treasurer in 1842, and continued as in such office till 1860. Mr. James Blair was appointed as my successor. Before that he held the office of deputy secretary of the bank. I was re-appointed secretary and treasurer of the bank in January 1867. The books of the old bank have come into my possession as liquidator. I now produce them. I produce the board [illegible] of the directors and the application book. [illegible] applications for advances, either by way of [illegible] or cash credit or in any form, with particulars of the securities, should be entered in the application book, with the exception of bills discounted and Government bills, which are not entered in this book. This book was always laid before the directors by me at their weekly meetings, and the directors would always find in it the applications made in the past week. I produce list of securities taken by the bank other than Government securities. The securities themselves have been sold. I produce register of bills discounted. This was not laid before the directors at their meetings in my time. I found it the practice to lay it before them when I returned in January 1867. I produce the past due bill ledger. Bills overdue are entered in this book. I do not know whether this has been laid before the directors. In my time there were no past due bills, and no such book was necessary. Since I returned I do not remember seeing it laid before the directors. I produce directors' daily books. The object of the daily book was [illegible] the whole transactions of the previous [illegible] to the directors' notice—totals only of the transactions on both sides. It was circulated [illegible] to the directors, and in my time only to [illegible]. The directors could [illegible]—all the accounts [illegible] overdraft balance [illegible] book in my time. I found it in existence on my return.

To Mr Melville—No overdrafts were allowed in my time.

President's examination continued—I produce ledgers, current deposit, cash, credit, discount and fixed loan ledgers, for the years 1864, 1865, and 1866. Before I left in 1860 there was no private discount list entered in the confidential returns. The secretary used to prepare a list of the principal European and native merchants in Bombay. Six copies were sent to the commercial directors, each of whom gave his opinion of the standing, &c., of the persons in the list to guide the secretary in making advances. Each director put a minute as to the amount of credit he would recommend to be given. The highest limit was two lakhs. If any one applied for a larger discount than two lakhs, or if any one applied who was not in the list, I circulated the application amongst the directors. If three directors differed it went to the fullboard. There was no practice of taking one director's opinion with a letter in my time. I always had the sanction of three directors. The directors relied a good deal as to natives on the information of the native directors. I considered I could not discount a negotiable security such as promissory note or bill of exchange unless two names were given. This was under Act III. of 1863. If two persons applied for a loan on a promissory note I always took care that they were independent persons. Credits were granted [illegible] of stock but never on personal [illegible] from a Scotchman, but never was an [illegible] Scotch bank. I have great expectations [illegible] anker. I never heard of cash credits being granted on one name alone. Two or more securities are always required on a cash credit, and a loan would be granted on the same terms as a cash credit. I have never known any system of banking which advances money on the bond or note only of the borrower. To allow accounts to be overdrawn was prohibited in the Act of 1840. It is a very objectionable form of advance, and should only be done for a few days and to a customer of undoubted credit. I never heard of an overdraft being allowed for 5 or 10 lakhs. Everybody who understands the subject as I do will understand that. It was the duty of the secretary to consult the weekly committee whenever he had no power. The committee might be called together, and otherwise a minute of the business was circulated by the Secretary. The whole of the directors were called together on very important matters. Questions of discount would seldom go before the full board, because the discount list was revised annually. I produce the bills presented book, which was laid before the board every week during my management. This and the application book contained all the transactions. The application book did not contain bills discounted, but only the applications under which security was taken. All the shares under the first new issue were taken up by the shareholders, and all the second issue except forty-seven shares. On my return in 1867 I found in use the same form of monthly return to Government which was in use in my time. The only difference was that bank-notes were no longer in circulation. I observed after my return to the way in which this was made out. I found loans on promissory notes granted without security entered under the head "Loans on other Descriptions of Securities." I did not think it gave sufficient information. I made a note on the form that there were loans on personal securities, meaning promissory notes without securities. The Government directors signed these forms, and they knew there were loans on personal security only. I am not a shareholder in the old Bank of Bombay. I produce the weekly jotting book.

By Major Innes—Overdrafts should be added to the balance of the deposits in the general ledger and the advances in the monthly return to Government to show the true state of the accounts.

By Mr. Melville—I found no discount list when I returned. It had been discontinued. After obtaining the reports of the commercial directors I made out a list which was settled by the Government directors.

By Major Innes—When an open loan is granted the money is drawn at once.

At the conclusion of Mr. Stuart's evidence, Sir Charles Jackson intimated to Mr. Stuart that he would be again called with reference to the question of the future management of the Bank.

Mr. Joseph Marie de Ga, ledger-keeper of the old Bank of Bombay, examined by the President, deposed—I had three current deposit ledgers and the application book in charge. In respect to the application book my duty was to enter the names of all applicants for cash credits. The application book was confined to applications for cash credits and fixed loans. The object of keeping that book was to get the sanction of the secretary by getting his initial to the application. The book was also to be laid before the directors to show them what applications had been made during the week for cash credits and fixed loans. The book commences 2nd January 1862 and ends 10th January 1868. All the applications which had been made for fixed loans and cash credits are not entered there. The applications for fixed loans and cash credits on personal security were omitted by order of Mr. Blair. Mr. Blair gave me that order when the first application [illegible] made about 11th August 1863. The first application was made by Roychand Deepchund for one lakh, and it was on that occasion that I received the instructions that the application on personal security should not be entered in the book. From that time I discontinued entering these applications, but kept a memorandum-book for my own protection, which contains all the orders I received from the secretary and the accountant for granting loans or cash credits or on personal security. It contains all the cash credits and loans granted on personal security. The secretary only had access to that book, and it was never laid before the directors. The secretary saw it because I marked in it the rate of interest. The personal security was promissory notes payable on demand signed by the applicant and passed by the secretary. The current deposit accounts were in some instances overdrawn. I allowed these accounts to be overdrawn by the [illegible] of the memoranda posted in the book. For instance when a check came from the Asiatic Bank, the account of which was already overdrawn to the extent of Rs. 13,54,143 applying for Rs. 50,000, I sent it to the secretary asking him if I should pay the money asked, and Mr. Robertson replied to pay the money. (Overdrawn account prepared by directors and printed in blue-book produced.) I did not know about the preparation of this account. The accountant, Mr. Clark, will know about it. (Q.) Do you know anything about any of the bank officials being engaged in the speculations of 1864, 1865, or 1866?—No. (Q.) Were you a shareholder in any of these concerns?—No. (Q.) Had you not an allotment of City Bank shares?—Yes. (Q.) Had you any shares in any other?—I do not recollect. (Q.) Cannot you consider?—Yes, I had allotment in the Finance Corporation. (Q.) How many rupees were paid up on the City Bank shares?—Rs. 1,000—two calls of Rs. 500 each. (Q.) How did you get that allotment; did you get it through any interest?—No. (Q.) Cannot you give us any information about any of the bank officials being engaged in any of the speculations of those years?—No. (Q.) Can you give us any information in respect of this enquiry. We shall be very happy to hear anything you have to say. Do you know anything that is likely to be useful?—(No answer.) Then you do not know anything further.

By Major Innes—When I opened the cash credit in my ledger I put the amount of the cash credit which was given at the top of the page.

By Mr. Melville—As to the cash credits I took the order of the secretary, deputy secretary, or accountant.

Mr. Hearn, Government solicitor, produced the draft of the Bank Bill of 1863 which had been laid before the Legislature before it was passed, and from which the printed copy was made.

Mr. Fraser Hore, solicitor, examined by the President, said—My firm was formerly solicitor for the Bank of Bombay. I produce the instructions from Mr. James Blair to draw out the draft of Act X. of 1863, for the re-incorporation and re-constitution of the Bank of Bombay.

The President, after examining the draft, said that the original of paragraph 32, in enumerating the kinds of business in which the bank was to be empowered to transact, first mentioned "The advancing and lending money on Government Securities, or on the security of shares in any of the incorporated Indian railways or other public companies in India *as hold a guarantee from the Government with regard to payment of dividends or interest.*" That was very substantial security, but somebody had struck out the words "as hold a guarantee from Government with regard to the payment of dividends or interest." Could Mr. Hore give any explanation of that?

Mr. Hore explained that Mr. Kelly, when leaving for England, had said to him that that clause would very likely affect the Bank of Bombay very much, and that as he was leaving Bombay it might be as well for him (Mr. Hore) to know something about it. Mr. Kelly then told him that these words had been struck out by special instructions given to him at a meeting of committee.

The President—It strikes me as particularly clear that these were struck out by Mr. Kelly.

Mr. Hore—Yes, that was done by him by the special instructions of the committee.

Mr. Hore then produced a deal of correspondence and other documents conected with this draft bill.

Mr. James Rodgie, deputy secretary and treasurer of the old Bank of Bombay, was then examined the deposed—In 1866 I was officiating deputy secretary and had under my charge more particularly the correspondence and conduct of suits. The statement of accounts of loans up to 23rd November 1866 was prepared by Mr. McLean. The overdrafts then existing were not included in the account. I don't know why the Asiatic Bank overdrawn account was not included in this. I presume Mr McLean consulted Mr. Robinson when he drew up this account but I do not think he consulted any of the directors.

The President—You know it is a very serious thing sending up a report like this to Government incorrect.

Examination continued—I was never a shareholder in the Asiatic.

The President said ten lakhs had been advanced to the Eastern Financial Corporation without security about 29th April 1865, and then upwards of two lakhs on cash credit on 4th May 1865. Could witness explain why the Eastern Financial Corporation was entered in the Statement of Loans overdue amounting to three lakhs or upwards for Rs. 12,00,000 and then separately as "Branch advances Eastern Financial Association" for Rs. 4,29,000, which by the change in the name would make it seem as if the two loans were given to different concerns.

Witness—I did not write this account. Mr. Sleight, who wrote it, will know.

The President—[illegible] who [illegible] loan to Premchund Roychund of 25 lakhs does not appear here?

Witness—The loan to Premchund had not been overdue at that time.

The President—Then I see there is a loan of Rs. 12,53,000 to Byramjee Hormusjee Cama about 19th May 1866 without any security whatever. This man was an insolvent in 1865, and how was it that an advance was set down as being made to him in 1866?

Witness explained that no loan could be granted after Mr. Byramjee failed. All his accounts must have been gathered into one and entered in this statement at the one date.

Examination continued—I do not know of any of the officials of the bank having been engaged in any of the speculations of these public companies of 1864 and 1865. I had an allotment of ten shares in the Alliance Financial. I had also seven shares in the Bombay Joint Stock Corporation; two in the Bombay Reclamation Company, which at that time were worth about Rs. 20,000 or Rs. 30,000; seven or eight in the Eastern Financial Corporation, which I bought about the beginning of 1865. I know nothing about the negotiation for the payment of the ten lakhs to the Eastern Financial. I only remember of the bill being discounted. I know nothing about how the Rs. 16,36,440 got out of the Bank of Bombay to the hands of the Eastern Financial without any security. I am not a shareholder in the old Bank of Bombay. The reason why the Asiatic Bank loan of 19 lakhs was not entered in the Government list was that it was an undue loan, and that list only applies to overdue loans. Mr. Rodgie added that all the shares he had taken had been bought with his own money, that he never borrowed a penny from any man in Bombay, and was not indebted to any body.

The Court then adjourned till this forenoon at 11 o'clock.

REPLY OF THE DIRECTORS OF THE BANK OF BENGAL TO THE MADRAS MEMORIAL.

To the Secretary to the Government of India, Financial Department, Simla.

SIR,—I have the honour to acknowledge the receipt of your docket No. 113, dated 23rd inst., forwarding in original a Memorial, addressed by certain shareholders of the Bank of Bombay resident in Madras, to His Excellency the Viceroy in Council, praying that immediate steps may be taken for removing the Agency of the Bank of Bengal from Bombay. Your docket requests that a report on the allegations contained in the memorial may be submitted, and the Directors of the Bank of Bengal, in deference to the wishes of His Excellency in Council, have instructed me to reply at once to the material allegations or charges contained in the memorial.

Premising that there is much irrelevant matter in the memorial to which the Directors respectfully decline to refer in detail, I am to observe that paragraphs 1 to 11 inclusive, while giving an imperfect narrative of the circumstances attending the establishment of the bank's Agency in Bombay, embody the charge, that, whereas the Agency was professedly established for the transaction of the Bank's own business in Bombay, so as to embrace only the description of business formerly transacted by the Bank of Bombay as Agents for the Bank of Bengal, yet that the latter in violation of assurances asked for and given at the time, its object was purely its own Agency has been entering on ordinary banking operations, of which ample proofs are stated to be in the hands of the Directors of the New Bank of Bombay, Limited.

It would obviously have been satisfactory that these supposed ample proofs should have been adduced. In the absence of any indication even of what the proofs consist, the charge can only be met generally, and I am instructed to deny its truth in the most unqualified manner.

1. I am to add generally that the Bank of Bengal's Agency in Bombay has hitherto declined general business although tendered by very influential persons there.

2. Specially, that the Agency has not discounted a single local bill payable in Bombay; that it has not made a single loan on Government Securities, Railway Stock guaranteed by Government, Bullion or Goods; that it has not received a single deposit, but has refused large and important accounts: that it has not in any respect interfered with the arrangements entered into between the New Bombay Bank, Limited, and the Government of Bombay, under which the custody of the public balances in Bombay, the management of the public Debt, and the Government Savings Bank, have been made over to the New Bank of Bombay, Limited.

3. That while admitting that the Bank's own business in Bombay has materially increased under its direct control, and has been efficiently and satisfactorily conducted, I am to state that the description of business now transacted differs in no respect from the business carried on for years past on account of the Bank of Bengal by the Bank of Bombay, when the latter possessed a paid-up capital exceeding two crores of rupees.

In paras. 12 and 14 of the memorial, the memorialists, who had hitherto trusted to general assertions, hazard a specific charge which is alleged by them to be made "on good authority." They say—

"By undertaking ordinary banking business in breach of the conditions on which its establishment was permitted, the Agency has rendered itself liable to be ordered to cease."

"As an instance of the injurious way in which the Agency affects the New Bombay Bank, we may mention what we have recently heard on good authority that the Agency has swept into its own coffers all the profit on the monies used for the Abyssinian expedition which, but for the presence of the Agency in Bombay, would naturally, legitimately, and necessarily have flowed into the New Bombay Bank; we learn also that this operation of the Bengal Bank, though working profitably to itself has been effected at a positive and large loss to the public revenues."

With reference to the first part of the allegation, *viz.*, that the Bank of Bengal "Agency" has swept into its coffers all the profits of the Abyssinian Expedition to the injury of the Bank of Bombay, I am to observe—

1.—That it is nothing new, for the Bank of Bengal in compliance with the orders of Government to provide funds for public requirements in Bombay. Between 1863 and 1867 inclusive, and during the existence of the Bank of Bombay, the Bank of Bengal provided in Bombay, with great advantage to Government and to the public, upwards of three and a half millions sterling.

2.—That in like manner the Bank of Bengal undertook to provide for the expenditure connected with the Abyssinian Expedition on terms and to an extent which the Directors confidently submit no other Bank in India had sufficient resources to afford.

3.—That not only has full provision been made through the Bombay Agency for the disbursements connected with the expedition to Abyssinia, but also for the sum required by Government to make good the deficiency in the assets of the Bank of Bombay, when placed in liquidation, and to provide a first deposit of a quarter of a million sterling on account of the Government of Bombay, with the New Bank of Bombay, Limited.

With regard to the second part of the allegation, *viz.*, that the operation of the Bak of Bengal, though working profitably to itself, has been effected at a positive and large loss to the public revenues, I am to observe, that there is no foundation for this rash and unwarranted statement.

The whole amount supplied to the Government of Bombay through the Bank's Agency, since the date of its establishment in November last to the 28th May is £2,200,000, and the entire outlay to Government in connection therewith, both for cost of transmission, as well as for interest on the daily Treasury balance, when deficient, between 1st November and this date, amounts to £24,950.

Deducting from this sum the actual expenses incurred by the Bank in laying down the £2,000,000 in Bombay there remains a net surplus of £16,576 which the Bank receives for the temporary employment of a portion of its resources, in meeting such heavy disbursements. The return to the Bank on the capital employed, is in reality less than if the amount had been invested in Government Securities. Had the action of the Directors been regulated by the sole desire of making a profit to their Proprietors,—had the Directors overlooked the nature of their relation with Government, they might certainly have imposed higher terms, but in meeting the emergent requirements of Government in Bombay during several years past, on fair and liberal terms, the Directors believe that they have served equally the interests of the public, and of the Bank's proprietors.

But while the return to the Bank has been so moderate, the advantages and positive saving to Government, have been neither unimportant nor small. Having regard to the relative state of the money markets in Calcutta and Bombay during the past six months, and to the fact, that the minimum rate of interest payable by the Government of Bombay to the New Bank of Bombay, on a credit of £250,000, for a period of six months certain, is six per cent. per annum, the Directors will confidently affirm that neither by a Public Loan, or in any other way, could transactions of such magnitude be carried out, on terms so advantageous to Government, and with so little effect on the money market, as those entered into between the Government of India and the Bank of Bengal.

It is further alleged by the memorialists as a ground of complaint, that the Bank has purchased premises in Bombay clearly beyond the requirements of the Agency. With reference to this allegation, I am to reply, that the Directors conceive that they are the best judges of the extent of accommodation necessary for the safe and convenient transaction of the Bank's business in Bombay, and that the fact of the Bank of Bengal having assisted the Bank of Bombay in realizing a portion of their assets, by purchasing the premises referred to, is hardly a subject for complaint by shareholders in the Bank of Bombay.

As respects paras. 15 and 16 of the memorial, while the Directors prefer to judge for themselves what are the arrangements best suited to the conduct of the Bank's business in Bombay, and to refrain from expressing an opinion as to the course followed by the Bank of Madras, I am to observe that the assertion, that the Bank of Madras made application for permission to "establish an "Agency" in Bombay nearly at the same time as the Bank of Bengal and were refused, is inaccurate.

On 12th June 1867, the Bank of Madras, after meditating the withdrawal of their business from the Bank of Bombay, made application to the Government of that Presidency for permission to open an establishment of their own in Bombay.

On 25th June the Directors of the Bank of Bengal in furtherance of their agreement with the Directors of the Bank of Bombay, and in order to secure the business of that Presidency, which was being rapidly diverted into other channels, made application for permission to open a branch of the Bank in Bombay, for the transaction of general business.

Pending the result of the adjourned meeting of shareholders of the Bank of Bombay, called for an early day in August following, His Excellency in Council deemed it expedient to decline the Bank's application. The Agency of the Bank of Bengal at Bombay was not established until 4th November.

It is important to note these dates, because they throw light on the action taken by the Bank of Madras in connection with the negotiations between the Directors of the Banks of Bengal and Bombay. On 29th May the Directors of the Bank of Bombay forwarded to His Excellency the Governor of that Presidency, a copy of the proposals for the incorporation of that Bank with the Bank of Bengal; at the same time, they informed His Excellency, that the proposals had received the unanimous approval of the Board, who would submit and recommend them to the favourable consideration of the shareholders, on the 4th June following.

The proposals were accordingly submitted on that date, and adopted by a small majority. It appears that eight days thereafter, the Bank of Madras made application for permission to establish an Agency of their own in Bombay, grounding their application on the statement, that the arrangements by which one of the experienced assistants of the Bank of Bombay was specially selected and paid solely to attend the business of the Bank of Madras, had, after a trial, broken down, and, that owing to their extensive transactions with Bombay, and the prospective increase through their Agency in the colonial possession of Ceylon, their only feasible alternative to secure that attention to the interest of the Bank which its increasing transactions imperatively required was, to establish a separate Agency, under the control of an experienced Manager, having a strong personal interest in communicating prompt and accurate information, and for the protection and furtherance generally of the Bank's interest.

The Memorialists (four of whom are Directors of the Bank of Madras) do not appear to consider it necessary to reconcile the intended permanent continuance of that Bank in Bombay with their existing arrangements, nor do they explain that the arrangements of the New Bank of Bombay, Limited, give greater satisfaction than did those of the old Bank. Nor apparently, will they allow that the transactions of the Bank of Bengal with Bombay can be of such consequence as to "imperatively require a separate Agency under the conduct of an experienced Manager, having a strong personal interest in communicating prompt and accurate information."

There is only one other allegation in the Memorial to which I am specially to advert, viz., that the Bank of Bengal has powerfull friends and supporters about and around its Head Quarters, from the fact, that many officials of high standing and their friends are shareholders in the concern. That the Bank of Bengal enjoys the confidence of the public generally, including many officials of high standing, is undeniable, but is more wantonly inaccurate statement than, that the influence of the Bank arises from the favour many officials of high standing and their friends being shareholders, was never hinted. It is [illegible] very probable that in consequence of anonymous slanders, officials of high standing have either refrained from becoming investors in Bank of Bengal stock, or have been deterred from increasing the amount of their [illegible] sent holding in consequence of [illegible] investments available in India [illegible] were not prepared to find impressions of corrupt [illegible] motives, ascribed to these gentlemen, and endorsed by several Directors of the Bank of Madras.

I am further to state that the entire amount of Stock held by the Governments Directors of the Bank amounts to £1,500, and by other high officials connected with the Government of India to £10,800, most of it having been invested several years ago.

Lastly, the memorialists approach His Excellency in Council as suppliants, because, as shareholders in the Bank of Bombay, ruined as they allege, in a great measure, by the ex-officio Government Directors, they, in virtue of holding shares in the New Bank, are entitled to the sympathy and support of Government.

How far it is the duty of His Excellency in Council to extend either sympathy or support to the memorialists on the grounds they set forth, it is not for the Directors to say; but from the information before the Directors, it appears that the plea has very little foundation. I forward herewith for the information of His Excellency in Council an official list of the shareholders of the Bank of Bombay on 30th June 1866 when its affairs were notoriously in a position of embarassment, for in their report of that date, the Directors announced the extinction of the Reserve Fund, and the loss of half a million sterling of capital. The shares of the Bank which had for years been at a high premium fell in the market to £64 per £100 before the end of August.

The list of shareholders shows that, with seven exceptions, none of the memorialists held a single share in the Bank of Bombay at that date. It follows, that with the exceptions above adverted to, the memorialists, or at all events a majority of the number, became shareholders in the Bank of Bombay subsequent to the time when its position was notoriously embarrassed, and they have no right to complain now that the speculation has been an unprofitable one.—I have, &c.

GEO. DICKSON,
Secretary and Treasurer.
Bank of Bengal, Calcutta, 30th May 1868.

THIRD CRIMINAL SESSIONS—1868.

(Second Day, Monday, 29th June.)

(BEFORE THE HON'BLE SIR RICHARD COUCH, CHIEF JUSTICE.)

THEFT AT KURRACHEE AND CRIMINAL FORCE IN COURT.—Thomas Murray, apparently a European sailor, was placed at the bar on charges of (1) housebreaking and theft in breaking into the shop of Essajee Nuthabhoy, at Kurrachee, on 20th May, and stealing therefrom several boxes of cheeroots, soap and sardines; (2) using criminal force to two police peons whilst in the discharge of their duty; and (3) causing hurt to another police peon. He pleaded not guilty.

It seemed that he had broken into the shop in the absence of the owner, and been apprehended with the property in his possession and taken before the Foujdar. According to the evidence of the European policeman, Blaett, there was a crowd of sepoys around prisoner when in Court, and he talking loudly to the sepoys and the Foujdar, so that the latter gave orders to seize him. The sepoys then crowded around him for this purpose, and being in liquor, he struck right and left among them and struck those mentioned in the charge. His hands were then tied behind him as there were no hand-cuffs large enough, and he was taken before the Magistrate. On the way to him they met the Foujdar and apolgized so that he said he wished no further notice to be taken of the matter with regard to him.

Two of the police witnesses, with regard to the third charge were able to speak only in Scindee, and as no interpreter of the Court understood that, His Lordship said the charge must be withdrawn and instructed the clerk to inform the authorities at Kurrachee that when they send witnesses to the Court who can speak only in Scindee then they must send an interpreter with them, as there is no one who can so interpret in the establishment of the High Court.

The prisoner made a statement of his own to the effect that he recollected nothing of the matter till apprehended, and that he had been provoked into the assault by the behaviour of the sepoys who tied him up and struck him, then took him out and tied his hands at his back, bade him sit down and pulled the bench from behind him when he was to do so, spat in his face, and asked if he was a European.

His Lordship in summing up remarked that the Foujdar in accepting the apology had acted in a very proper manner, and that if Europeans did not like to be brought before native heads of police then they should take care not to conduct themselves in such a manner as to require that, and that they ought not to use violence when they were taken.

The jury found the prisoner guilty of the first two charges, but recommended him to the leniency of the Court with regard to the latter of these.

Sentence was deferred.

THEFT FROM A SHIKARRING PARTY.—Michael Bertie, described as an Indo-European, was charged with stealing a pair of trousers and two socks, the property of Antone Fernandes, on 5th May at Khandala. He pled not guilty. It seemed that prosecutor had been butler in the employment of a gentleman out with a shikarring party, that he had gone to sleep in a traveller's bungalow and waked up as the prisoner was on his way out with the property.

The jury returned a verdict finding the prisoner guilty, and His Lordship passed sentence of imprisonment for eighteen months, remarking that the prisoner had not improved his case by his only defence—that he had been intoxicated at the time of the theft.

CHARGE OF CULPABLE HOMICIDE.—Silleman Megjee and Abba Megjee were charged with culpable homicide not amounting to murder in causing the death of Bharjun Sahachoo on 12th April.

It seemed that the prisoners had met deceased at a public well at Nagpadda, and that he said to allow him to take water first as he was a Brahmin. After getting water he said some of them had spilt water amongst and defiled that in his vessel. Then an altercation ensued and the prisoners abused and struck the deceased. Dr. Sydney Smith stated that from a post mortem examination of the body he was of opinion death might have been caused by such injuries as the witnesses had described.

His Lordship neatly explained the distinction between the five charges required by the different punishments under the Indian Penal Code. Probably he said the jury would at once come to the conclusion that there had been no such intention to cause death so as to justify them in bringing a verdict under the first and major charge, but he did not think it necessary to review the evidence.

The jury after deliberation for a few minutes found both prisoners guilty of the fifth charge—voluntarily causing grievous hurt.

His Lordship thought they had done very properly, and sentenced each of the prisoners to rigorous imprisonment for the period of one year.

THEFT:—"ABYSSINIAN HEROES" IN COURT.—Rama Balloo was charged with stealing a purse, three silver rings, and Rs. 61 from Babajee Bowar.

It seemed that the prosecutor—who scorned the description of "bullock driver" given him by the Clerk of Court and claimed connection with the Abyssinian Expedition—had come from Annesley Bay in the same steamer with the prisoner. The latter had been keeping charge of prosecutor's money till they came to Bombay, but then prosecutor took charge of it himself. One evening he went to drink at a well in the native town, leaving his property in a bundle at the street with a friend, but ere his return the prisoner made off with it.

The jury found the prisoner guilty and His Lordship passed sentence of imprisonment for the period of one year.

THEFT BY A SERVANT.—Dhurmsee Khetsee pled guilty to a charge of theft, for which he had been committed by Mr. Connon, Chief Magistrate, on the 13th instant. His Lordship said the charge was that of theft as a servant, and the sentence was imprisonment for eighteen months.

ALLEGED AUDACIOUS CASE OF CHEATING.—Roychund Nootheram and Shreeram Narrayen were charged with cheating Tricumjee, the servant of Canjee Dhurumsey and causing him to deliver three Government notes of the value of Rs. 2,500. He pled not guilty and was defended by Mr. Badrooden Tyabjee, whilst Mr. Ferguson appeared for the prosecution,

The case for the prosecution was that Canjee Dhurumsey, merchant, Mandavie bunder, had a hoondie drawn at Ahmednugger due to one Ahmeermull Kissendass. On the afternoon of the day on which [illegible]s due, 25th April, he sent his servant Tricumjee with the amount, Rs. 2,500, in two notes of [illegible]00 each and one of Rs. 500. Tricumjee [illegible] not exactly know the house in [illegible]ne payee resided, and in the Bazaar meeting the first prisoner [illegible]d him whether he knew where Ahmeermull resided. The prisoner replied "Oh yes," and [illegible] together opposite the Portugese church. Tricumjee there and then [illegible] the second prisoner [illegible] what do you want?" [illegible] his errand, and the [illegible] a piece of paper [illegible] hoondie," made some [illegible] and [illegible] the piece of paper to Tricumjee. The latter gave him the Rs. 2,500, supposing that prisoner was Ameermull and that he was getting the hoondie. On Tricumjee giving the paper to his master he discovered that it was not the hoondie and so went off in search of the prisoners. Tricumjee and he went to the house but found that the prisoners had left. They then gave information to the police, and Tricumjee and a policeman were left in the room all night. A description was given to the police and a search was made through Bombay, and both the prisoners were on the same night apprehended in the house of a female mendicant at Mahaluxmee.

Mr. Budroodin led no evidence for the defence, and in addressing the jury dwelt on the circumstance that there had been no one examined except those connected with the prosecutor. He held that though the prosecutor had asked for Ameermull he had not satisfied himself that it was Ameermull he was paying the money to, even though he could not read the Marwarree characters on the paper. This was not the conduct of one paying large sums of money, it seemed rather like a piece of a conspiracy; and even though the prosecutor had been cheated, there was no evidence to bring the charge home to the "gentlemen" at the bar. In the course of his remarks Mr. Budrooden was twice corrected on points of fact, but yet he took occasion to say that unfortunately it was the case with juries when a man was placed on trial, to consider him guilty till he proved his innocence, rather than to keep to the presumption of the case that a man was to be held innocent till proved guilty.

His Lordship in summing up remarked that the learned counsel for the defence had put it to them that juries were in the habit of supposing a person at the far as guilty until he was proved innocent. He must say that he did not think the juries he addressed in the proceedings of these sessions were apt to do that, nor did he think that the gentlemen of the present jury would be likely to presume that a man was guilty because he was put upon trial. But they would look to the evidence, and if on that they were reasonably satisfied of the prisoner's guilt it was their duty to find him guilty. His Lordship then reviewed the evidence on the first two charges.

This case was heard in the forenoon, and the jury retired to consider their verdict at about two o'clock—just before the adjournment of the Court for tiffin. Another case was meantime proceeded with, and the jury returned into Court at five o'clock, when

A juror (Mr. T. Counsell) said the jury had not agreed and some of them wished, before coming to a verdict to get some information on several points involved in these questions:—

How long was Tricumjee in the prisoner's house, and does he have any reason to judge whether the false hoondee was manufactured on the spot or was ready at hand?

Are the names on the false hoondee fictitious or known—If known, can the transaction to which the hoondee gave rise be proved?

Are the prisoners known to the payees of the true hoondee?

His Lordship replied that were it any point of law he could answer them, but they could not get the information asked for as the case was now closed. The prosecutor could not now bring more evidence and could not have been expected to bring proof as to the last query. They must decide the case on the proof they had heard and had better retire and consider their verdict.

My Counsell—Well, we can't come to a verdict just at present, for the jury are about equally divided.

The Judge—You had better retire, and I may mention that if you are not quick about it you will have to be locked up all night, for I am not to sit long (a laugh).

Mr. Counsell—I hope your Lordship will keep in mind that some of us have a long way to go; and we have not had anything since breakfast-time (laughter).

The Judge—You had an opportunity at two o'clock.

Mr. Counsell—But you did not give usthat opportunity, my Lord.

The Judge—You had better retire—I am not going to discuss that question with you.

The jury again retired, and after a prisoner who had pled guilty, was sentenced, they were recalled at half past five.

The Foreman (Mr. J. Dwyer)—We can't agree yet my Lord.

The Judge—Then you must go back again, I don't think I should be justified in discharging you at present, upon such facts as were proved. You must retire again.

Mr. Counsell—Can we not go now?

The jury were then locked up for another half hour when they were re-called and,

The Foreman replied to the clerk—We have not agreed upon a verdict and there is no likelihood that we will.

The Judge—You are foreman, and you believe that the jury is not likely to agree if you have any longer to deliberate?

The Foreman—Not if we were two or three day at it, my Lord.

The Judge—You believe that as foreman?

The Foreman—I do believe that, my Lord.

The Judge—Well I don't think, gentleman, considering what an Indian climate is, that I should be justified in keeping you longer shut up without any food, and I discharge you from giving your verdict. The prisoners will be committed to take their trial at the next sessions. If they are furnished with bail for their appearance they can give it before these sessions expire; but it must be good security and double the amount of their present security. You may go now gentlemen. The jurors, of whom the names were as follow, left the box:—Messrs. John Dwyer, Thomas Counsell, Charles Henry Glyn, James Michal Henson, David Don, Richard Burton Hobbs, Robert James Farron, Alfred Duggan, Nicholas Antonio Forges, Cowasjee Jehangeer Jussawallah, Luximon Sudanand, and Govind Succaram.

The Court adjourned till to-day at ten o'clock

CORRESPONDENCE.

MR. HINGLEY'S LAW.

To the Editor of the Bombay Gazette.

SIR,—I do not know who Mr. Hingley may be, but I presume that he is an official of the Chief Magistrate's Court at Bombay. However, let me point out a very inaccurate statement which he appears to have made in the case of the prosecution of one Appa Saheb, which is reported in your issue of the 25th instant.

Mr. Hingley says that jaghirdars are exempt from the operation of the *Criminal* Courts "upcountry" or in "the mofussil." In saying so he is mistaken. No natives of India but sovereign princes are exempt from the operation of the Criminal Procedure and Penal Codes.

Ahmedabad, 27th June. LEX.

THE GHAT FROM PANCHGUNNY TO WAI.

To the Editor of the Bombay Gazette.

SIR,—In your contemporary's issue for Wednesday, I perceive a letter headed, "A Subject for Police Enquiry," and signed "A Waikan," who states among other things, "* * * a number of poor natives to their conveyance, which contains about five persons, and make them *run* like brutes from Panchgunny to Wai, a distance of about ten miles." I can assure you, Mr. Editor, that the "unsophisticated koonbees were glad enough to obtain six annas (and sometimes more) to assist (for in most cases horses were in the carriages) in pulling carriages down the Pussennee Ghaut from Panchgunny to Wai, as in consequence of the heavy rain which prevented them sowing their gram, they would otherwise have remained idle in their huts. "A Waikan" farther states: "They were probably driven by the strong current to a watery grave in the sacred Kristna." Now, from what I have heard, such can hardly be the case, inasmuch that they turned up all right after having been carried some way down the nullah. If Government would only bridge the nullahs between Wai and Kowtah" (for with that exception the road between Poona and Mahableshwur is capital) such "sensational scenes" as so vividly described by "A Waikan" would not take place.

DECCANEE.

REMARRIAGES OF NATIVE CONVERTS.

To the Editor of the Bombay Gazette.

SIR,—I beg to bring before the public a case which has lately occurred in violation, as it seems to me, of Act No. 21 of 1866, which legalizes under certain circumstances the dissolution of marriages of native converts to Christianity. About two months ago, a native convert, belonging to the S. P. G., went to Sholapoor and tried his best to get his remarriage solemnized by the ministers of that place, but, he failed. Upon this he returned to Poona, and, instead of resorting to legal measures as he ought to have done, either wrote a document of divorce or got it written (I cannot say which). What more? He then took some heathens who were entirely disinterested in the matter to a Rev. gentleman. These heathens somehow or other pursuaded the venerable gentleman of the fact that the married wife of the convert in question had repudiated him and remarried another husband. Upon hearing the accumulated evidence of those heathens, the Rev. gentleman solemnized the remarriage.

Now, Mr. Editor, the questions are—Is the private settlement thus effected legal?—Is the remarriage valid and is the Rev. gentleman right in solemnizing the remarriage? In my humble opinion, no amicable settlement can be legal in matters like these, therefore the remarriage is not valid and the Rev. gentleman was wrong in what he did. I shall feel highly obliged if the convert in question, or the Rev. gentleman, or any of your readers be good enough to enlighten me on the subject: for I may add that there are many persons who stand in the same predicament as the convert in question, and who would follow the example if the subject were not strictly investigated by the proper authorities and an affair like this put a stop to.

29th June. JUSTICE.

INDIAN NEWS-LETTER.

(From our own Correspondent.)

MADRAS, 23RD JUNE.

THE pier and its condition naturally continues to form one of the most prominent topics of interest here. The removal of the debris of beams, planks, and girders now renders the extent of the breach fully apparent, and the gap is found to be not very far short of one-third or thereabouts of what was originally the length of the structure. The latter having cost some ten lakhs and a half of rupees to build, it is, therefore, possible that the rough estimate of two lakhs as the probable cost of the repairs may be rather within than over the mark. Before anything can be done, however, it will be necessary to remove the hull of the sunken "St. Bernard," and this is by no means an easy undertaking, so firmly has the latter become embedded among the broken piles. It has been engaging the attention of Mr. Doderet, of the C. E. Government workhops, and though the first efforts (notwithstanding the presence of the Governor and a distinguished party of spectators!) to create explosions were abortive, owing to the obstinacy of the powder, which would not "go off;" the second or third and following attempts were more successful, and a great part of the hull has now been blown away. This unfortunate catastrophe is productive of serious injury to the commerce of the port, and of inconvenience and danger to passengers by the various steamers which constantly visit us. To meet the exigency of the case as regards the latter, it is in contemplation to throw a light foot bridge across the gap if possible, so as admit of passengers landing at, and embarking from the T end of the pier, as heretofore. To those who have never passed through the ordeal, it is difficult to convey an adequate idea of

over the deputation directions as to their ... an account of which would be ... it as an appendix to the report. This might ... under the heads generally of obtaining information regarding the state of their several missions in India, and of their own in particular, and to report regarding those missions; to preach the Gospel as opportunity was afforded; and to express their sympathy with all Christian bodies labouring in British India, and by every means in their power to advance the great cause which the whole Church had so much at heart. He then sketched the line of route taken by the deputation through British India, and the means which had been adopted in order to acquire the necessary information from missionaries of every denomination—from native pastors, from the educated Hindoos who had the best means of knowing the state of the missions. He further expressed his gratitude for the great kindness he had received from these various departments—from the missionaries of all bodies, including the Bishops of the Church of England at Madras and Calcutta, from the educated natives whose kindness and courtesy had made lasting impression upon him, and from the civilians who were discharging such noble and important duties in India. From these advantages he thought that, like a Government commission in this country, he was enabled in a very short period of time to obtain more information than perhaps could be gathered from any person in a particular locality. In substituting the results of missionary work in India, instead of that they had to remember the very short time for which missions had existed in British India, the enormous population of the country, the general deadness and indifference of the Churches at home, the time required by missionaries to acquire a knowledge of the language, and of the religious systems, habits, and feelings of the people among whom they are to labour. They should also consider that the religion which was introduced was that of conquerors. They have to take into consideration the conquest of India by the British, the supremacy of British authority, the administration of justice and righteousness by the noble band of civilians who occupy that land under the authority of the Crown, and the marvellous effects of English education in the country, by destroying its education, and leaving in its stead a mere deism, which must be considered an upraising or a down-coming according as the start was from the hill above or from the valley below. But while there was this destruction of Hindooism as a religious creed, there had been no check produced upon it as a social system. In reference to the missionaries themselves, he was bound to say that he had never had but one opinion regarding their opinion from all parties and ... Dr. Macleod then proceeded to sketch ... work given to the Scotch missionary ... which was the destruction of ... substitution of Christianity ... how different a ques... affected the pro... [illegible] ... from a firm and honest the man. He asked the jury to say, whether there was criminal negligence in not using the power entrusted to him. He told them in effect, that if he did not do that which a man of ordinary and reasonable firmness would have done under the circumstances, he had neglected his duty, and that if they thought the degree in which he had fallen short was criminal, they would find him guilty, but not otherwise. The amount of negligence to make a man criminal under such circumstances has not been strictly defined. A very little fai lure of duty would not make him criminal: a great failure undoubtedly would. The line between the two can hardly be defined, and in each individual case it must, to a great extent, be left to the common sense of the jury to say whether the degree is criminal. That I understand to have been laid down by this Court in the case to which I have referred. In the present case, whether Mr. Eyre has been guilty of misdemeanor for an excess of duty is a question which, in point of principle, comes very much to the same thing. It seems to me that if an officer does an act altogether beyond the power conferred upon him, he is responsible according to the quality of that act, and even though it may have been the salvation of the country, yet that circumstance, although a good ground for an act of indemnity, is no ground for stopping a criminal information. Honesty of intentions is also an important consideration, for if an officer, under colour of exercising his office, is really moved by any other motive than an honest desire to do his duty, he would no doubt be guilty of misdemeanor. But where he is proved to be perfectly honest, that does not of itself conclusively determine the question. I think an officer is bound to exercise ordinary firmness, judgment and moderation, and in such a case the jury have to say whether, first, whether the circumstances were in fact such as would have led a man exercising those qualities to have done what Mr. Eyre did; and secondly whether a person placed in his position, and having all the information he possessed, could have perceived, again exercising ordinary firmness, judgment, and moderation, that what he did was an excess of power. I think much allowance ought to be made for the difficulties of his position, but not too much. It is for the jury in every particular case to say whether there has been so much excess of duty as to amount to criminality. You have to consider whether the acts done by Mr. Eyre were utterly beyond his competency; and, if you think they were, I am bound to tell you they were totally illegal; and although a mere good intentions, or the accomplishment of some good end, may be a ground for applying for the mercy of the Crown or the legislature passing an act of indemnity, it is not a bar to a criminal indictment. But if the acts of Mr. Eyre were within his competency, and in that event according to "The King v. Pinney," he was bound to perform them under proper circumstances, and liable to be criminally punished if he failed in that respect; then came the question were the circumstances really such that what he did was in excess of what he ought to have done? What were the circumstances as they appeared to him? Put yourself in his place and ascertain not merely what were the facts but what did they appear to him to be. Looking at the position in which he was placed and all the information brought to him, do you think that a man of ordinary firmness, judgment and moderation, whose duty was not only to protect the colony but to regard the rights of individuals and not to oppress or harass them, would have supposed that in taking the proceeding he did he was guilty of an excess of duty? I repeat that is entirely a question for you. Was there on his part an excess to such an extent as to make him criminally responsible? We ... what were the limits of Mr. Eyre's ... vers ... colony ... as it existed ... settled in ... by settling in such ... Englishmen with the privileges ... the other hand where a colony ... conquest—a colony which has ... by a foreign nation—the Crown ... if existed to remain in force, ... as in Trinidad, which was Spanish, as in the Mauritius, which was French, or as in Demerara, which was a Dutch colony, or may exercise the right of conquest, and substitute the English law. But I give no opinion upon that point. In Jamaica, it happens that a difficulty arises as to which course was adopted. Oliver Cromwell drove out the Spaniards and took possession of the colony, and in the reign of Charles II. the law was settled in it. Lord Mansfield came to the conclusion that as the Spaniards were driven out it was a settled colony; but whether it was so or not did not make much practical difference, as in the reign of Charles II. the English law was in force in Jamaica. Then another question arises, The Crown, by virtue of its prerogative, granted a Legislative Assembly to Jamaica, with power to make laws to be binding within its local jurisdiction, and alter the English laws in the same way in fact, as our parliament does here. A doubt has been raised whether that assembly has power to alter the English law, so far as it relates to themselves upon that I entertain no doubt whatever. The judgment of the Judicial Committee of the Privy Council which is the supreme court of appeal for the colonies, in the case of "Beaumont v. Barrett," reported in the first volume of "Moore's Privy Council Cases," shows clearly what is the law on the subject. Mr. Beaumont had been committed by the Jamaica Legislative Assembly for contempt, and he brought an action for illegal imprisonment. The question the Judicial Committee had to determine was whether the Assembly, which is like our House of Commons, had such power to commit a person for contempt. That learned judge, Lord Wensleydale, in giving judgment, said, "The legislative Assembly has power subordinate to the Parliament of England, if it chooses to exercise it, to enact laws which shall be binding in all the inhabitants of Jamaica. This assembly is not like a corporation which has power to make bye-laws for carrying into effect the purposes for which is established, but its the Supreme Legislative Assembly of the Island authorised to make laws for it with the sanction of the Sovereign." The Imperial Legislature of course prevails, and in the navigation laws there is an express enactment prohibiting local legislatures to make laws allowing foreigners to trade with the colonies. When the American colonies had a legislative assembly the Imperial Parliament imposed taxes upon them, and put an end to that success. That it had the right to do so there can be no question, but whether the act done was right, morally speaking, we have nothing to do with. In the case I have mentioned the Judicial Committee came to the conclusion that the Legislative Assembly of Jamaica was so like the House of Commons that it had power to commit for contempt. Very nearly the same point came subsequently before the same committee on an appeal from Newfoundland. Now Newfoundland was a settled colony, but in 1836 the crown granted it a Legislative Assembly for the first time. That was not done by act of Parliament, but by the prerogative of the Crown. This Legislative Assembly committed a person for contempt, and the matter was carefully considered by the Judicial Committee. The case is that of "Kielley v. Carson," reported in the fourth volume of "Moore's Reports," and the judges who took part in the decision were the Lord Chancellor (Lord Lyndhurst), and Lords Brougham, Denman, Abinger, Cottenham, Campbell, Vice Chancellor Shadwell, Lord Chief Justice Tindal, Baron Parke, and Dr. Lushington. No court could be more competent to decide the question, and they unanimously came to the conclusion (affirmed in power to ... and parish ... [illegible] ... Lord Wensleydale) included, who changed the opinion he formerly held and who delivered the judgment, that "the colony was a settled, not a conquered, colony, and that the settlers from the mother country carried with them such portions of its common statute law as were applicable to their new situation, and also the rights and immunities of British subjects. Their descendants had, on the same footing, the same laws and the same rights (unless they had been altered by parliament), and on the other the Crown possessed the same prerogative and the same power of Government that it did over its own subjects." Mr. Baron Parke, after careful consideration said that, although the colonial legislature had supreme power within the limits of the colony, subject to the control of the Imperial Parliament, yet the power of the House of Commons to commit for contempt was no incident to that power, and consequently that his former decision was a mistake. I have no doubt that is strict and power law. It would be a monstrous thing to say that the governor of a colony is not bound by the acts of the Legislative Assembly, and that he may decline to act upon them because in his opinion they are unconstitutional. We then start from the position that Mr. Eyre had not only the powers which existed in the reign of Charles II., and former part of the reign after of the Crown, but all the powers which were given to him by the acts of the colonial legislature. Then comes the question what was the prerogative of the Crown in the reign of Charles II., and whether the acts of the colonial legislature gave Mr. Eyre greater powers than he possessed by such prerogative. We know that by the law of this country, beginning from Magna Charta, and more and more established down to the Revolution and the present time, the general rule is that a man is not to do irregular or punished except by due course of law. His crime is to be ascertained by a jury, subject to the guidance of a judge upon the law. That is a general rule. The exception is when there is a foreign invasion or an insurrection. The duty of every good subject is then to aid the executive officer who is empowered to raise a force to resists the invasion or put down the insurrection. In modern times there is little need to resort to the power because there exists an armed force always ... [illegible] ... But in olden times when there was no regular army, the power had to be exercised. Offenders then could not be tried by the ordinary tribunals, and there resort to the more summary process, now called martial law—a form terribly liable to be abused—was created. Martial law is only tolerated because in time of war there is an absence of the ordinary law. The Crown has only that prerogative over the armed force in war against it, and over the forces called to fight in support of it. Suppose an invading army landed at Dover or Hastings, quarter sessions or assizes in Kent or Sussex could not be held, and unless you had somebody to keep order there must be total anarchy. Therefore the Crown claimed in those early times the prerogative to institute summary proceedings or martial law, as it is called. It claims that pending the insurrection, and for a short time afterwards, martial law should continue in force with a view to deter and punish rebels, or to use a modern phrase, to trample out the insurrection. The question as to the exact extent to which this power can be exercised has never yet been defined. Each case depends upon its own peculiar circumstances, but the Crown has, in fact, exercised the power to some extent frequently. The last time, as far as I am aware was in the reign of Queen Elizabeth, during what was called the rising in the North, when the two Earls Catholic earls, the earls of Northumberland and Westmoreland, raised an insurrection in the North. No doubt a great deal of tyranny was exercised, many executions took place, and much was done which in modern times would be regarded as tyrannical and oppressive. In the reign of James I, the Crown raised in a time of ... a small standing army, and with a view to keeping it in order a commission was issued, and the commission claimed the power to ... and punish persons guilty of robbery, felony, or mutiny, by martial law. An opposition was immediately raised to that power, and in the reign of Charles I, parliament passed ... and in the reign of Charles II. ... distinctly denounced the exercise of it in a ... peace. The presumption that because the Petition of Right does not condemn such a power in a time of ... it, is therefore sanctioned ... it must say in other words, one. There never has occurred a case in which it has become necessary to consider judicially what are the limits of the power and prerogative of the Crown in a time of war. In a time of peace the Crown has no such right. Hale says in one of his papers, found after his death, that the Crown by its prerogative may punish rebels by summary law during a rebellion, but not afterwards. In his "History of the Common Law" he says martial law is an absence of all law, tolerated by necessity but confined strictly to the army of the Crown and the army against them. In his carefully prepared work, "The Pleas of the Crown," he subsequently says the Crown cannot enforce martial law except during the time the ordinary law is in abeyance. What the prerogative of the Crown is in this respect, as I have already said, is not settled; but it is not of that unlimited character which some have lately assumed. There can be no doubt that, when Mr. Eyre kept up martial law thirty days after armed resistance had ceased—the insurrection having been put down in a day or two—and when it was quite possible to have tried the accused persons by the ordinary tribunals—he did exceed much what he was authorised to do by the prerogative of the Crown. To that extent I am bound to go in my remarks; more I do not think it necessary for me to go. Therefore, if it stood solely and entirely on the powers which Mr. Eyre possessed in exercising the prerogative of the Crown I should feel bound to say that, though there may be good reason for an act of indemnity for the pardon of the Crown, you should find a true bill. But the state of things is completely altered by some latter statutes passed in Jamaica, which as I construe them, give a more extended power than was ever possessed by the Crown or any officers of the Crown in this country except once, during the rebellion in Ireland. The first act passed on the subject by the colonial legislature was the 33rd Charles II. The colonists having complained to him of the law of England, it was known that neither the Crown nor the governor could declare that martial law should supersede the common law, and being a slave colony where insurrection was likely to break out the legislature thought it right to settle the militia. Accordingly by that act provision was made for trying and punishing persons guilty of certain offences by court-martial but it did not extend to life and limb. Then there is an important section, which you will have most to consider, enacting that, on the apprehension or appearance of any public danger or invasion, the commander-in-chief shall forthwith call a council of war, and with their consent and approval declare martial law. I put no other sense of meaning upon that than that under the circumstances, the commander-in-chief, who is generally the governor, shall have power to supersede the common law and try persons and regulate matters in the colony by a summary process. After that act a great number of different statutes were passed regulating the militia, and in 1845 there was one repealing all former militia acts, and substituting other provisions. It specified how the council of war should be composed, and said that martial law should not be proclaimed but upon the advice, and that when proclaimed it should cease and be void 20 days *ipso facto* determine, unless formally confirmed. It may be said that these acts were justified under various acts of the colonial legislature relating to slaves upon the principle that these negroes were not looked upon as human beings, but treated as animals, and in the event of an insurrection might be killed like a wolf or dog. I have not looked into those acts; I know that negro legislation is apt to be very severe, but this I will say, that no such justification was ever put forward in the country. You know very well that if any defence of the proceedings in Jamaica on the occasion of the insurrection in 1830 had been made on the ground that the slave was a beast, and had no privileges under the law, we should have heard something of it, and that Lord Brougham would have described such an argument in language which could never have been forgotten. In considering the conduct of Mr. Eyre you must put yourself in the position in which he was placed. When once martial law was proclaimed he had no power to stop it before the expiration of the thirty days, but he allowed it to run on until the full period. The first question is, when he proclaimed martial law, and about that there is no doubt. The second question is, is he punishable for not having stopped it before the expiration of the thirty days? That depends upon the state of circumstances as they appeared to him. Then comes the question, had he reasonable ground for continuing martial law for the period he did, and, if he had not, what was the degree of excess of which he was guilty? There is another and a great question about which I have more doubt. When martial law was proclaimed in a particular district Mr. Eyre caused four different persons to be seized in parts where martial law was not enforced, and brought them into that district, in order that they might be tried for the offences they had committed. One of them Mr. Gordon, was tried, condemned, and executed. The other three were not tried by martial law, but imprisoned until martial law expired, and then tried by the common law, when they were acquitted and one found guilty. Now, was that justified by the act of the colonial legislature? I have considered that matter very carefully, according to the best lights I can avail myself of. When a person is arrested for the crime he should be regularly sent for trial to the place where the offence was committed, but when the common law has been superseded by martial law the power of the governor is not so clear that it should be carefully exercised. The prisoners in this instance could easily have been kept in custody when they were put on board the "Wolverine." If the whole island had been in a state of insurrection, these men could not have been taken from the frigate. Then what was the motive of Mr. Eyre with regard to removal and subsequent trial of Mr. Gordon. There can be no doubt, looking to the evidence, that Mr. Gordon was an agitator and firebrand; he used violent language, and had ... communication with those actively at the head ... the insurrection; but I do not think that he was a party to an organised conspiracy in Jamaica. The evidence hardly amounts to that, but it seemed to be generally believed in the island that he was; and probably Mr. Eyre, like others, thought he was really guilty. If you are of opinion that Mr. Eyre thought Mr. Gordon was a violent, pestilent, seditious fellow, who would do a great deal of mischief if he left him to be dealt with by the tedious process of the common law, therefore, sent him to Morant Bay in order to get rid of him, that would be a grave act of tyranny and oppression which would fully justify you in finding a bill. If you believe that Mr. Eyre thought, *bona fide*, a dangerous conspiracy was likely to break out into insurrection, and that it really was necessary that Gordon should be summarily tried—not that he might be convicted when otherwise he would not be, but that an example might be made, which would have the effect of stopping the insurrection—in that case, I am not prepared to say Mr. Eyre was not fully justified. I rather think he would be protected by the act of the colonial legislature. If you thing Mr. Eyre was right in what he did, there is an end of the case. If you thing he acted honestly but was mistaken, you will have to say whether or not—making great allowance for the position in which he was placed being responsible for the colony, with everybody around urging him on you consider there was that degree of want of a reasonable belief, and calmness of mind, a person so placed is bound, as a matter of law, to exercise. This is of great importance, not only as regards this case, but for the guidance of others in future. I have bestowed much anxious consideration upon the case, and taken every opportunity of consulting my brother judges in regard to it, and with one exception on a particular point. I think I may say they all agree in what I have said. I lay it down—and you must take it as a rule of law—that though there might have been the most perfect innocence and a truly honest intention, yet if there was a failure to exercise that degree of calmness and moderation which might reasonably have been expected, Mr. Eyre would be responsible. One judge hardly thought it necessary to go so far; he thought there must be guilty intention, but whether he still adheres to that opinion I do not know. Having told to the jury that they must treat the evidence given before the Royal Commission in Jamaica, and taken down by the shorthand writers, and as published in the blue book, as evidence before them, as well as the letters sent to the Colonial Office by Mr. Eyre, his lordship next adverted to the evidence given before the committing magistrate, laying particular stress upon the "most scandalous," and "most unjustifiable" conduct of executing a man who was being flogged, because, either from pain or anger, he changed his expression of face, but saying that, after carefully looking through the evidence, he could not find anything to connect Mr. Eyre with that proceeding. If this act was done it was an instance—and he feared not the only one of the terrible things which took place under martial law. When martial law was proclaimed, common sense would tell a man that it must be carefully looked after and controlled. The Duke of Wellington was of that opinion, and said that the officer in command ought to see that the exercise of it was entrusted to competent persons, and that it was properly regulated. Mr. Eyre said he left the carrying out of martial law to the military authorities; but there was great difficulty in saying who was responsible. It could not be said that the failure or neglect to take precautions as to the mode in which martial law was exercised could be charged against Mr. Eyre as a crime. There was an omission on the part of the legislature in not appointing some body to discharge that important duty. If they would let loose the dogs of war, at least they ought to provide the huntsman to look after them. The learned judge then alluded to the case of the man, who, without being tried, was flogged and dismissed, describing it as one of most atrocious character, and he said he could not find that Mr. Eyre knew of it or sanctioned it. According to one account given there was a lamentable and terrible want of discipline but it was clear that Mr. Eyre believed that these things were regulated by the military. If they thought there had been any excess in putting down the insurrection, they would have to say whether it was an excess for which they were criminally responsible. That was a question which would fully try them in saying there was such an excess, and evidence, which would also justify them in arriving at a different conclusion. He had now done all he could to help the jury. They would have ample time to carefully consider the cases, because at any time during the term they might announce the decision at which they had arrived to the Court of Queen's Bench. Subsequently to the proceedings in Jamaica, the colonial legislature passed an Act of indemnity, but whether that could be pleaded in bar to the present proceedings, it was not for him to express an opinion; but if they found a true bill the question would be decided whether the act of the colonial legislature was an answer to a cause of action which under an Imperial statute could be tried in England. If they thought that there was sufficient evidence to put Mr. Eyre on his trial, they would return a bill, but if on the contrary they thought the whole matter to be had not been guilty of any criminal excess of duty they would throw out the bill, or only find one upon a part of the charges, according to what they thought the facts and law required. They would retire to their room and make their arrangements for taking evidence and make known their decision to the Court. He had no doubt they would fully and conscientiously consider the question, and whatever their determination was, he was sure it would be their honest conviction, and that he should be entirely satisfied with it.

The jury then retired to their room, and after being absent nearly four hours, returned into court about four o'clock, when the foreman handed the indictment to Master Norton, the Queen's prosner, who forthwith ... his lordship that they had found no Bill.

Mr Justice Blackburn said there was no further business that he was aware of for the jury, but he would not formally discharge them. If their attendance was again required they would receive timely intimation.

BANKS.

COMPTOIR D'ESCOMPTE DE PARIS.

Incorporated by National Decree of 27th and 28th March 1848 and by Imperial Decree of 22nd July 1854.

Recognised by the International Convention of 30th April 1862 and by Act No. ... of the Legislative Council of India and by enactment Act of 1865.

SUBSCRIBED CAPITAL £3,200,000.
PAID UP CAPITAL £2,100,000.
BEING CALLED UP £800,000.
RESERVE FUND £800,000.
HEAD OFFICE—Paris.
AGENCIES AT
Bombay, London, Calcutta, Hongkong, Shanghai, Bourbon, Saigon.
SUB-AGENCY.—Yokohama.
CORRESPONDENTS.
Madras, Pondichery, Singapore, Java, Mauritius, Egypt.
London Bankers.
THE UNION BANK OF LONDON and Messrs. ... C. J. HAMBRO AND Son.

AGENTS IN SCOTLAND.
National Bank of Scotland.

The Bank grants ... on ... and purchases and collects Bills, on the above places and on all the principal Cities and Towns on the continent of Europe.

CURRENT ACCOUNTS.

These will be made up to the 30th June and 31st of December in each year, and if the balance shall not at any time during the half year have been below Rs. 1,000, interest at the rate of ... per cent. per annum will be allowed on the minimum monthly balances. No interest will be allowed above one lac.

DEPOSITS.

Deposits for fixed periods are received at interest, particulars of which may be obtained at the bank as also any information as to rules of business, &c.

DISCOUNTS, LOANS, &c.

The Bank discounts approved bills, grants loans on government Paper, Bullion, Bank Stock, and approved Shares and other securities.

All Remittances to be endorsed "Pay Comptoir d'Escompte de Paris, or order."

E. J. HARDCASTLE,
Acting Manager.

9, Rampart Row, Bombay, 24th October 1867.

THE DELHI AND LONDON BANK (LIMITED).

INCORPORATED IN INDIA 1844.
Capital *the Million Sterling*, in 20,000 Shares, of £50 each—Paid up Capital £337,025.

HEAD OFFICE, London—J. C. PERRY, Esq., General Manager.
BRANCHES—Calcutta, Bombay, Delhi, Lahore, Allahabad, Mussoorie, Lucknow, and Jubbulpore.
London Bankers—Union Bank of London.

EXCHANGES.

6 months' sight ... at 1s. 11 1/4d. per Rupee.
4 Do. ... at 1s. 11 3/4d. ,,
3 do. ... at 1s. 11d. ,,
2 do. ... at 1s. 10 7/8d. ,,
1 do. ... at 1s. 10 3/4d. ,,
On demand ... at 1s. 10 5/8d. ,,
On Scotland and Ireland ... at 1s. 10 3/4d. ,,
Circular Notes ... at 1s. 10d. ,,

No Drafts at four months' sight are granted for sums under £50 Sums under £50 are only drawn for on demand.

CURRENT ACCOUNTS.

Are made up to the 30th June and 31st of December in each year, and if the balance has not any time during the half year been below Rs. 1,000, interest at the rate of ... per cent. per annum is allowed on the minimum monthly balances. No interest is allowed on sums above one lac.

FIXED DEPOSITS.

Subject to 3 months' notice of withdrawal 3 per cent. per annum
6 ,, ,, ,, do.
12 ,, ,, ,, do.

Any further information as to Rules of Business, &c., may be had on application to the Manager.

Remittances to be crossed thus:—"Pay to the Delhi and London Bank, Limited, or order."

Hours of Business—10 to 4, 5; Saturdays, 10 to 1.

G. W. BOOKER, Manager,
Delhi and London Bank, Limited.

Bombay, 6th June 1868.

AGRA BANK (LIMITED).

CAPITAL £1,000,000 (ONE MILLION STERLING).
IN 100,000 SHARES OF £10 EACH.

HEAD OFFICE—NICHOLAS LANE, LOMBARD STREET LONDON, E.C.

EDINBURGH BRANCH—17, ST. ANDREW SQUARE

BRANCHES IN INDIA.

CALCUTTA ... BOMBAY ...
MADRAS ... KURRACHEE ...
AGRA ... LAHORE ...

The Bombay Manager grants Bills of Exchange at the following rates on London at 6 months sight at 1/11 13/32 per Rupee

6 do. 1/11 ,,
5 do. 1/10 7/8 ,,
2 do. 1/10 3/4 ,,
1 do. 1/10 5/8 ,,
On demand 1/10 1/2 ,,
On Scotland 1/10 1/2 ,,

No drafts at six months sight are granted for sums under £5 and sums under £20 are only drawn for on demand.

CURRENT ACCOUNTS.

On Deposits repayable on demand will be credited half yearly (on 30th June and 31st December) at the rate of 2 per cent. per annum on the minimum monthly balances, on one lac of Sicca rupees; in the case of all accounts the balances of which have not during the six months fallen below Rs. 1,000, when such has been the case, no interest will be allowed.

On Fixed Deposits subject to 3 months Notice of withdrawal 3 per cent. per ann.
Do. 6 do. 4 ,,
Do. 12 do. 5 ,,
Do. 24 do. 6 ,,

The Bank takes charge of Government Paper and other securities for constituents without charge.

All Drafts or Hoondies forwarded for realisation should be made payable to the Agra Bank Limited or order.

Hours of business 10 to 3, Saturday 10 to 1.

Bombay, 12th June 1868. EDWARD MORRIS, Manager

CHARTERED MERCANTILE BANK OF INDIA, LONDON, AND CHINA.

EXCHANGES.

The Bank grants Drafts on London, Scotland, and Ireland, Circular Notes payable in Egypt, Syria, and all the principal Towns of Europe at the following current rates of Exchange:—

On London, at 6 ms' sight above ... 1s. 11 13/32d. per Rupee
,, 4 do. ... 1s. 11 15/16d. ,,
,, 3 do. ... 1s. 11 7/8d. ,,
,, 2 do. ... 1s. 11 7/8d. ,,
,, 1 do. ... 1s. 11 15/16d. ,,
,, On demand ... 1s. 11 3/4d. ,,
On Scotland do. ...
On Ireland do. ...
Circular Notes for the use of Travellers ... 1s. 10 11/16d.
on the Continent and to Europe ...
India ... 1 1/2 per cent.

The Bank purchases Bills and grants Drafts payable in Calcutta, Madras, Ceylon, Hongkong, Shanghai, Singapore, Penang, Mauritius

The Bank also draws on the Branches of the Bank of New South Wales

INTEREST.

On Deposit accounts repayable on demand will be credited half yearly, on 30th June and 31st December, at the rate of two per cent. per annum on the minimum monthly balances on which no interest will be allowed during the half year below Rs. 1,000. Where balances have fallen below Rs. 1,000 no interest will be allowed.

ON FIXED DEPOSITS.

12 months ... ... 5 per cent.
6 do. ... ... 4 ,,
3 do. ... ... 3 ,,

COMMISSION.

The Bank takes charge of Government Securities, Shares in Banks and other Companies, without charge, and realizes interests and dividends thereon on the following terms:—

If to be remitted in Bank's Drafts, without charge.

If to be paid in India, a Commission will be charged of ¼ per cent.

On receiving Scrip or Share Certificates out of safe custody, or when sold on paying the proceeds of such sale in India, a commission will be charged of ¼ per cent. But if proceeds are invested on the Bank's Drafts, without charge.

Commission charged on purchase and sale of Government Securities ¼ per cent.

All letters should be addressed and Hoondees made payable to the Agent, Chartered Mercantile Bank.

Bombay, 13th June 1868.

CHARTERED BANK OF INDIA, AUSTRALIA, AND CHINA.

HEAD OFFICE—HATTON COURT, THREADNEEDLE STREET, LONDON.

INCORPORATED BY ROYAL CHARTER.
PAID-UP CAPITAL—£500,000.
Branches and Agencies—Bombay, Kurrachee, Calcutta, Rangoon Singapore, Batavia, Hongkong, Shanghai, and Hankow.

BOMBAY AGENCY.

EXCHANGES.

The Bank's Agency in Bombay grants Bills of Exchange on the CITY BANK, London, at the following rates, viz.:—

6 months' sight (on City Bank) at 1s. 11 11/32d. per Rupee.
4 do. ... at 1s. 11 13/32d. ,,
3 do. ... at 1s. 11d. ,,
2 do. ... at 1s. 10 15/16d. ,,
1 do. ... at 1s. 10 7/8d. ,,
On Demand (Head Office) ... at 1s. 10 3/4d. ,,

INTEREST.

On Deposits repayable on demand will be credited half yearly (on 30th June and 31st December) at the rate of 2 per cent. on minimum monthly balances, on one lac of Sicca rupees; in the case of all accounts the balances of which have not during the six months fallen below Rs. 1,000, when such has been the case, no interest will be allowed.

And on fixed deposits as follows:—

Repayable in one sum, at 3 months' notice, 3 per cent.
Do. 6 do. 4 ,,
Do. 12 do. 5 ,,

REMITTANCES.

The Bank's Agency realises Drafts or Hoondies on the Presidency for remittance to Europe in the Bank's Bills on London without charge.

All Drafts or Hoondies forwarded for realisation, to be made payable to the "Chartered Bank of India, Australia, and China, or order." When a remittance is to be made in a lump sum Christian name must be given.

COMMISSIONS.

On the sale or purchase of Government Paper, Bank Stock, and other Securities, 1 per cent.

The Bank receives Government and other Securities for safe custody free of charge, the Interest or Dividends thereon being credited to account, or remitted home in the bank's Bills.

On Interest or Dividends, or proceeds of Securities by sale, ½ per cent. commission charged if the amounts be paid in India if remitted home by the Bank, no charge.

On delivering ... deposited for safe custody, ¼ per cent

Office hours 10 A.M. to 4 P.M. Saturdays 10 A.M. to 1 P.M.

Bombay 23rd June, 1868. JAMES GOODLAD, Agent.

NATIONAL BANK OF INDIA LIMITED.

Established in Calcutta ... and ... granted under Royal Sign Manual and Seal dated 12th March 1863, and Memorandum and Articles of Association dated 30th March 1863.

AUTHORISED CAPITAL—TWO MILLIONS STERLING.

SUBSCRIBED CAPITAL ... £933,300.
PAID-UP CAPITAL ... £464,100
RESERVE FUND ... £32,320.

Head Office—London.
Branches and Agencies.
Calcutta, Bombay, and Madras.
Edinburgh Deposit Agency.
Agents.—Messrs. Dalmahoy & Cowan, W.S.
Glasgow Deposit Agency.
Agents.—Messrs. Connell, Mackenzie & Innes, Solicitors.

BOARD OF DIRECTORS.

JOHN BORRADAILE, Esq., 25, Gloucester Place, Portman square.
J. B. BOYSON, Esq., late Solicitor to the Government of Madras.
R. O. CAMPBELL, Esq., of Messrs. Binny & Co. Madras, late President Bank of Madras.
W. S. FITZGERALD, Esq., late Member of the Supreme Legislative Council of India.
W. S. PEARS, Esq., Bombay Civil Service, late Member of Council
E. P. HARRISON, Esq., late Controller General of Accounts for India, and Government Director, Bank of Bengal.
S. W. VERNEDE, Esq., late of Calcutta.

CHIEF MANAGER.—C. O. SAWERS, Esq.
Calcutta Manager—R. O. SAWERS, Esq.
Bombay Manager—A. SCOTT, Esq.
London Manager.—A. P. HEWETT, Esq.
Madras.—Messrs. BINNY & Co. Agents.
Offices in London.....No. 30, King William Street.

London Bankers.
The Bank of England
and
National Provincial Bank of England.
AGENTS IN SCOTLAND.
British Linen Company Bank.
AGENTS IN IRELAND.
Provincial Bank of Ireland.

RULES OF BUSINESS OBSERVED AT BOMBAY.

EXCHANGE.

The Bank remits Drafts on London, Calcutta, and Madras at the current rates of Exchange. It also negociates and collects Bills payable in India. Instructions respecting Bills of Lading Remittance are carefully attended to, and when required, all the necessary particulars are furnished. The Bank will forward First Copy of the Bill direct to the parties in England.

CURRENT DEPOSIT ACCOUNTS.

The Bank opens Current Deposit Accounts ... ws Interest at the rate of 2 per cent. per annum on cash ... ly balances from Rs. 500 to Rs. 20,000.

FIXED DEPOSITS.

The Bank receives Money, on Fixed Deposit ... s Interest thereon as follows:—

On Deposits subject to 3 months' notice ... 3 per cent.
,, ,, 6 ,, ... ,,
,, ,, 12 ,, ... ,,

A Remittances should be made payable ... National Bank of India (limited), who will be glad ... formation respecting the Bank's agency ...

By order,
JAMES ...
Manager.
National Bank of India, Bombay, ...

THE LANCASHIRE ... COMPANY.

—The undersigned ... Policies of Insurance against Fire upon ... Merchandise and Buildings in ... contents in Bombay.

They are now prepared to issue ... for more than one year, charging for ... proportionate part of the year's ...

Agents, Royal Exchange Assurance Corporation.
Bombay, 19th August 1867.

WINES, SPIRITS, BEER &c.,

FOR SALE, at the Godowns of the undersigned, Nos. J. BRAND & Co.'s CROWN SHERRIES, in cases of 1, 2 & 3 dozen each. Apply to PASSMORE & Co.

Bruce Lane, 16th June 1868.

FOR SALE, at the Godowns of the undersigned, Messrs. J. COCKBURN and CAMPBELL'S (Edinburgh) well-known WINES:

Fine Pale Sherry, in 3 doz. cases, quarts, Rs. 27 per doz.
Do. do. in 3 ... do. do. ,, 29 do.
Superior Port, in 3 and 2 doz. cases, do. ,, 37 do.
Do. do. in 2 ... ,, pints ,, 14 do.
Old Tom ... ,, ... ,, 36 do.
Whiskey ... ,, ... ,, 15 do.

EWART, LATHAM & Co.

Bombay, 25th June 1868.

FOR SALE, APPLY TO GADDUM & Co.

CLARET: FROM REVEL & Co., BORDEAUX.
Medoc ... quarts at Rs. 12 per dozen.
,, ... pints at ,, 7 ,,
St. Laurent ... quarts at ,, 18 ,,
Chateau Bellevue ... ,, ,, 25 ,,
BURGUNDY: Cognac tres vieux ... at ,, 25 ,,
,, ,, Champagne at ,, 35 ,,
SPARKLING MOSELLE & HOCK: FROM C. S. KUPFERBERG MAYENCE.
Schwartzberg ... quarts at Rs. 30 p. doz
Imperial ... pints at ,, 16 ,,
... quarts at ,, 32 ,,
... pints at ,, 17 ,,
Die Perlen des Rheins quarts at ,, 35 ,,
Moselle ... at ,, 24 ,,
... pints at ,, 13 ,,
Johannisberg ... quarts at ,, 38 ,,

GADDUM & Co.

FOR SALE at the Godowns of the undersigned, from Messrs. BRANDENBURG FRERES BORDEAUX.

COGNAC: Extra fine quality ... Rs. 58 per dozen.
Superior do. ... ,, 32 ,,
No. 1 ... ,, 25 ,,
,, 2 ... ,, 18 ,,
Aux Anges ... ,, 14 ,,
Au bouquet ... ,, 12 ,,
CLARET: quarts pints.
Medoc ... Rs. 10 12
St. Julien ... ,, 12 14
Larose ... ,, 16 18
Chateau Leoville ... ,, 24 26
Chateau Lafite ... ,, 30 32
SAUTERNE: Haut ... ,, 13 15
... ,, 8 10

Sole Agents for Messrs. Brandenburg Freres.

FOR SALE.

FOR SALE STEAM ENGINES, both Portable and Horizontal, of from 7 to 40 Horse-power, Apply to RITCHIE, STEUART & Co.

FORSALE, at the Office of this Paper—Price Re. 4—Rules relating to the winding up of Joint Stock Companies, made by the High Court of Judicature at Fort, pursuant to Section 180 of the Indian Companies' Act 1866.

FOR SALE—"GOD, THE CAUSE OF JOY." A SERMON preached in the Cathedral on Sunday the 3rd May, by the Rev. C. T. WILSON, acting Garrison Chaplain. Price 4 Annas. One Anna Postage to Out stations.

CHESSON & WOODHALL.

FOR SALE, AT MATHERAN, a House called "MARY LODGE." It is well-built, has a Verandah 45 feet by 9, a Sittingroom, two Bedrooms, two bath-rooms, and the Roof is covered with Corrugated Iron. The House is fully furnished—the list of furniture with other particulars, can be obtained on application to CHESSON & WOODHALL.

Bombay, 17th April 1868.

RED BOOT MART.—Just unpacked, the following CONSIGNMENT of GOODS, consisting of:—

Gent's Calf Walking Boots, retrr ston
Do. Enamel do. do.
Do. do. Jack Boots.
Do. Calf Wellington's, spar horses.
Do. Patent Dress do. do.

29th Feb. 1868. R. PARTRIDGE.

FOR SALE.—Just arrived by Overland Mail and per "CORONA"

Salted Beef in Tierces and Barrel.
Do. Pork do. do. do.
Preserved Assorted Meat.
Egyptian Flour in Gazel.

Apply to the undersigned.

DADABHOY RUTONJEE & Co.
Nesbit Lane, Fort.

KINLOCH & ALLAN, IRON MERCHANTS.—Hardware of all descriptions, Contractors' Tools, Plumbers' Material.

Just Received ex "Winter," No. 20 W. G. GALVANIZED CORRUGATED IRON, and ex "City of Shanghai" 6 inches and 9 inches CAST IRON SOCKET PIPES.

Prompt despatch to all Orders entrusted to our care.

KINLOCH & ALLAN.

Bombay, 4th June 1868.

KOUSAINE COMPANY'S TEAS.—Just received, at the Godowns of the undersigned, 4 Meadow Street a consignment of these fine HIMALAYAN TEAS.

SOUCHONG, in boxes of 10 and 5 pounds;—also in round packages.

KOWIE MIXTURE.—Ditto ... pound.—Cash.

HOWARD BROTH